

*Saddle Creek Preserve of Polk County
Community Development District*

Meeting Agenda

February 22, 2022

AGENDA

Saddle Creek Preserve of Polk County

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

February 15, 2022

**Board of Supervisors
Saddle Creek Preserve of Polk County
Community Development District**

Dear Board Members:

The next meeting of the Board of Supervisors of **Saddle Creek Preserve of Polk County Community Development District** will be held **Tuesday, February 22, 2022 at 1:00 PM** at **The Hampton Inn--Lakeland, 4420 North Socrum Loop Road, Lakeland, FL 33809.**

Zoom Video Join Link: <https://us06web.zoom.us/j/88251771576>

Call-In Information: 1-646-876-9923

Meeting ID: 882 5177 1576

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers may submit questions and comments to the District Manager prior to the beginning of the meeting via email at jburns@gmscfl.com)
3. Organizational Matters
 - A. Acceptance of Resignation from Michele Shapiro
 - B. Appointment to Fill the Vacant Board Seat
 - C. Administration of Oath to Newly Appointed Supervisor
 - D. Consideration of Resolution 2022-05 Appointing Assistant Secretary
4. Approval of Minutes of the February 2, 2022 Board of Supervisors Meeting
5. Consideration of Resolution 2022-06 Ratifying Series 2022 Bonds
6. Consideration of Amended and Restated Disclosure of Public Financing
7. Consideration of Assignment of Contractor Agreement for Phase 2
8. Ratification of Notice of Special Assessments for Series 2022 Bonds
9. Staff Reports

¹ Comments will be limited to three (3) minutes

- A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

SECTION III

SECTION A

Dear Jill,

Please accept this email as my notice of resignation from the Saddle Creek Preserve of Polk County CDD board, effective immediately.

Thank you,

Michele Shapiro

SECTION D

RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY
DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Saddle Creek Preserve of Polk County Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK
COUNTY COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. DISTRICT OFFICERS. The following persons are elected to the offices shown:

Assistant Secretary _____

SECTION 2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of February 2022

ATTEST:

**SADDLE CREEK PRESERVE OF POLK
COUNTY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
SADDLE CREEK PRESERVE OF POLK COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

A meeting of the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District was held on **Wednesday, February 2, 2022** at 10:00 a.m. at The Hampton Inn – Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum:

Scott Shapiro	Chairman
Mike Seney	Vice Chairman
Lori Campagna	Assistant Secretary
Kelly Evans <i>via Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>via Zoom</i>	Hopping Green & Sams
Clayton Smith	GMS
Logan Smith	GMS

The following is a summary of the discussions and actions taken at the February 2, 2022 Saddle Creek Preserve of Polk County Community Development District's Board of Supervisors Meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present or on the Zoom call.

THIRD ORDER OF BUSINESS

Approval of Minutes of the December 15, 2021 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments, or corrections to the December 15, 2021 Board of Supervisors meeting. The Board had no changes to the minutes.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Minutes of the December 15, 2021 Board of Supervisor's Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2021/2022
Budget Deficit Funding Agreement**

Ms. Burns stated this agreement is with Lennar and this is for the excess should it be needed. The Board asked to remove Marvin Matheny from the agreement and put Parker Hirons on the agreement. Ms. Burns will make those changes.

On MOTION by Mr. Shapiro, seconded by Ms. Campagna, with all in favor, the Fiscal Year 2021/2022 Budget Deficit Funding Agreement, was approved as amended.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-04
Supplemental Assessment Resolution for
AA2 Bonds**

Ms. Burns presented the Supplemental Assessment Methodology and stated that this resolution outlines the specific terms of Series 2022 bonds that have been priced and noted that all the attachments show the specifics of this series of bonds. They are expected to close on February 10th. Ms. Burns asked for any questions from the Board. There being none, Ms. Burns asked for a motion of approval.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Resolution 2022-04 Supplemental Assessment Resolution for AA2 Bonds, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated they are moving forward with the closing and everything is in order. The Board had no questions for Mr. Van Wyk, the next item followed.

B. Engineer

Ms. Burns asked for a motion to authorize staff to send out an RFP for engineering services for the District. The due date will be set before the next meeting to engage a contract in March if possible.

On MOTION by Mr. Shapiro, seconded by Ms. Campagna, with all in favor, Authorizing Staff to send out an RFP for Engineering Services for the District, was approved.

C. Field Manager's Report

Mr. Smith presented the field manager's report and had some aquatic quotes for the Board's consideration. He started with some landscape considerations and a one-time mow of bond banks to assess what a bid would look like for the District's landscaping needs.

i. Consideration of Proposals for Pond Maintenance Services

Mr. Smith stated that because the ponds are in place, they want to be sure they are being maintained to avoid any issues. He collected three bids that can be found in the agenda package. The three bids came from Aquatic Weed Management, Inc., Aquagenix, and Solitude, with the lowest bid coming from Solitude. The Board would like Mr. Smith to reach out to Citex for a bid.

Ms. Burns suggested the Board setting a not to exceed amount and as Clayton can get in touch with Citex and authorize the Chair to move forward before the next meeting to get a company on board as soon as possible. Of the three bids that they did receive, Mr. Smith recommends moving forward with AWM.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Directing Staff to get a Quote from Citex and Authorizing the Chairperson to work with Staff on Deciding Between AWM and Citex with a NTE 10% of the AWM bid of \$1,250 per Month, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns stated that check register, and the total was \$30,892.91.

On MOTION by Mr. Seney, seconded by Mr. Shapiro, with all in favor, the Check Register totaling \$30,892.91, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials were in the package for review and questions. There was no action needed.

SEVEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Saddle Creek Preserve of Polk County Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted Resolutions 2020-23 and 2022-01 (together, the “Bond Resolution”), authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2022; and

WHEREAS, on February 10, 2022, the District closed on the sale of its Saddle Creek Preserve of Polk County Community Development District Special Assessment Bonds, Series 2022 in the amount of \$5,155,000 (the “Series 2022 Bonds”);

WHEREAS, as prerequisites to the issuance of the Series 2022 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”), as authorized by the Bond Resolution; and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff in closing the sale of the Series 2022 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2022 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of February 2022.

ATTEST:

**SADDLE CREEK PRESERVE OF
POLK COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION VI

Upon recording, this instrument should be returned to:

Saddle Creek Preserve of Polk County Community
Development District
c/o Governmental Management Services
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801

**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING¹ AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN
BY THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Board of Supervisors²

Saddle Creek Preserve of Polk County Community Development District

Scott Shapiro
Chairperson

Michele Shapiro
Assistant Secretary

Mike Seney
Vice Chairperson

Kelly Evans
Assistant Secretary

Lori Campagna
Assistant Secretary

Governmental Management Services
District Manager
219 E. Livingston St.
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services, located at 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, and are available for public inspection upon request during normal business hours.

¹ This amends, supplements and restates the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Saddle Creek Preserve of Polk County Community Development District, recorded in the Official Records Book 11580, Pages 1593-1602, inclusive, of the Public Records of Polk County, Florida.

² This list reflects the composition of the Board of Supervisors as of February 22, 2022. For a current list of Board members, please contact the District Managers Office.

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SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Saddle Creek Preserve of Polk County Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Saddle Creek Preserve of Polk County Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 19-067, enacted by the Board of County Commissioners in and for Polk County, Florida (“County”), which was effective on November 20, 2019. The District encompasses approximately 141.80 acres of land, more or less, located entirely within the boundaries of unincorporated Polk County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

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

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 141.80 acres of land located entirely within unincorporated Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an *Engineer’s Report for Capital Improvements*, dated December 11, 2019, as amended in the *Amended and Restated Master Engineer’s Report for Capital Improvements* dated February 25, 2020, and further supplemented in the *Supplemental Engineer’s Report for Capital Improvements*, dated August 31, 2020, and the *Second Supplemental Engineer’s Report for Capital Improvements*, dated December 15, 2021 (the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On February 26, 2020, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$17,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On October 6, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District (the “Series 2020 Project”). On that date, the District issued its Saddle Creek Preserve of Polk County Community Development District Special Assessment Bonds, Series 2020, in the amount of \$5,500,000 (the “Series 2020 Bonds”). Proceeds of the Series 2020 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2020 Project.

On February 10, 2022, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District (the “Series 2022 Project” and together with the Series 2020 Project, the “Projects”). On that date, the District issued its Saddle Creek Preserve of Polk County Community Development District, Special Assessment Bonds, Series 2022, in the amount of \$5,155,000 (the “Series 2022 Bonds” and together with the Series 2022 Bonds, the “Bonds”). Proceeds of the Series 2022 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2022 Project.

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry

retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems are regulated by the County and the SWFWMD. There are no known natural surface waters within the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0380G demonstrates that the property is located within Flood Zone X with a small portion in Zone AE and A contained in the wetland areas. Based on this information and the site topography, it does not appear that floodplain compensation will be required for the roadway infrastructure and residential lots.

During the construction of stormwater management facilities, utilities and roadway improvements, the District or its contractors will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 40' rights-of-way with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and 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 within the development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Auburndale Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the 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 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations will transport wastewater flow from the lift stations, via a 6" force main, to an existing force main located at Tenoroc High School.

Reclaimed water is not available for this site. An irrigation well to be constructed and funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. 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 at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2021; Phase 2 in 2023. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the development. All paths, parks, etc. discussed in this paragraph are available to the general public.

Electric and Lighting

The electric distribution system serving the development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required to underground the electrical lines. Electric facilities funded by the District will be owned and maintained by the District, with Duke providing underground electrical service to the development. The District presently intends to purchase and install the street lighting along the internal roadways within the District or enter into a lease with Duke. If funded by the District, the District will own and operate the lights. If the streetlights are leased from Duke, the District will fund the lease and maintenance costs from funds other than bond proceeds.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development will be constructed or acquired by the District with District funds and will be operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the development. The District will finance capital costs associated with these items on public right of ways. Perimeter fencing will be provided at the site entrances and perimeters of the development. These items will be owned and maintained by the District.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Projects, identified in the District's Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Bonds. The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology*, dated December 11, 2019, as supplemented by the *Supplemental Assessment Methodology for Assessment Area One*, dated September 23, 2020, and the *Supplemental Assessment Methodology for Assessment Area Two*, dated December 15, 2021 (together, the "Assessment Methodology"), are available for review in the District's public records.

The Series 2020 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2020 Project (the "Series 2020 Debt Assessments"). The Series 2020 Debt Assessments have been levied on land currently located within the District. The Series 2020 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2020 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2020 Project to those lands within the District benefiting from the Series 2020 Project.

The Series 2022 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2022 Project (the "Series 2022 Debt Assessments" and together with the Series 2020 Debt Assessments, the "Debt Assessments"). The Series 2022 Debt Assessments have been levied on the land currently located within the District. The Series 2022 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2022 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2022 Project to those lands within the District benefiting from the Series 2022 Project.

The Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Debt Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.** The District may also elect to collect the assessment directly.

This description of the Saddle Creek Preserve of Polk County Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Saddle Creek Preserve of Polk County Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2022, and recorded in the Official Records of Polk County, Florida.

**SADDLE CREEK PRESERVE OF POLK
COUNTY COMMUNITY DEVELOPMENT
DISTRICT**

By: Scott Shapiro, Chairperson, Board of
Supervisors

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Scott Shapiro, Chairperson of the Saddle Creek Preserve of Polk County Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT A LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE SOUTH 413.70 FEET OF THE EAST 271.00 FEET THEREOF, AND THE NORTH 894.00 FEET OF THE WEST 460.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING AND BEING IN SECTION 1, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE EAST 271.00 FEET THEREOF, LYING AND BEING IN SECTION 12, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 1, THE SAME ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 00°26'44" WEST ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 1277.76 FEET TO THE SOUTH RIGHT-OF-WAY OF SADDLE CREEK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 684, PAGE 796 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 89°49'53" EAST, 1373.57 FEET; THENCE 2.) SOUTH 00°10'07" EAST, 10.00 FEET; THENCE 3.) NORTH 89°49'53" EAST, 1100.00 FEET; THENCE 4.) NORTH 00°10'07" WEST, 10.00 FEET; THENCE 5.) NORTH 89°49'53" EAST, 678.82 FEET TO THE EAST LINE OF THE WEST 460.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE SOUTH 00°02'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 844.70 FEET TO THE SOUTH LINE OF THE NORTH 894.00 FEET OF THE WEST 460.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°46'21" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 460.15 FEET TO THE WEST BOUNDARY OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 89°20'52" WEST, ALONG THE NORTH LINE OF THE SOUTH 413.70 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 271.00 FEET TO THE WEST LINE OF THE EAST 271.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 00°00'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 413.70 FEET TO THE SOUTH BOUNDARY OF SAID SECTION 1 AND THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 12; THENCE SOUTH 00°32'04" EAST, ALONG THE WEST LINE OF THE EAST 271.00 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 668.50 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE SOUTH 89°23'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1071.37 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE SOUTH 00°21'17" EAST, ALONG SAID EAST LINE, A DISTANCE OF 671.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE SOUTH 89°39'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1343.15 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00°20'00" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1331.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 141.80 ACRES, MORE OR LESS.

SECTION VII

ASSIGNMENT OF CONTRACTOR AGREEMENT
SADDLE CREEK PRESERVE OF POLK COUNTY
PHASE 2

Assignor: Lennar Homes, LLC (“**Assignor**”)
 Owner/Assignee: Saddle Creek Preserve of Polk County Community Development District
 (“**Assignee**” or “**District**”)
 Contractor: Tucker Paving, Inc. (“**Contractor**”)
 Contract: Agreement Between Owner and Contractor for Construction Contract (Stipulated
 Price) (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the _____ day of _____, 2022.

TUCKER PAVING, INC.

SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: Chairperson

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Printed Name: _____
Title: _____

EXHIBITS:

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
SADDLE CREEK PRESERVE OF POLK COUNTY PHASE 2**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared _____ of Lennar Homes, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, _____, serve as _____ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Saddle Creek Preserve of Polk County Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Tucker Paving, Inc. ("**Contractor**"), dated January 25, 2022, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2022.

LENNAR HOMES, LLC, a Florida limited liability company

[Print Name]

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2022, by _____, for Lennar Homes, LLC, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
SADDLE CREEK PRESERVE OF POLK COUNTY PHASE 2**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tucker Paving, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Lennar Homes, LLC and Contractor dated January 25, 2022, has been assigned to the Saddle Creek Preserve of Polk County Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of _____, 2022.

TUCKER PAVING, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2022, by _____, for Tucker Paving, Inc., who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
SADDLE CREEK PRESERVE OF POLK COUNTY PHASE 2**

1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement* dated January 25, 2022 (“**Contract**”) between the Saddle Creek Preserve of Polk County Community Development District (“**District**”) and Tucker Paving, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

Owner shall make progress payments on the basis of Contractor’s Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. All such payments will be measured by the Schedule of Values established as provided in the General Conditions

(and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Saddle Creek Preserve of Polk County Community
Development District
c/o Governmental Management Services – Central
Florida, LLC
219 E. 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

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

15. CONFIDENTIALITY. Given the District's status as a public entity, any confidentiality clauses in the Agreement will not apply to the Contract as it relates to the District and on a going forward basis.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

TUCKER PAVING, INC.

Witness

By: _____
Its: _____

Print Name of Witness

**SADDLE CREEK PRESERVE OF POLK COUNTY
COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: Chairperson

Print Name of Witness

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES STATEMENT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Saddle Creek Preserve of Polk County Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2022, by _____, for Tucker Paving, Inc., who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Saddle Creek Preserve of Polk County Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Tucker Paving, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this ____ day of _____, 2022.

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2022, by _____, for Tucker Paving, Inc., who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

**SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT
DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2022.

Contractor: Tucker Paving, Inc.

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2022, by _____, for Tucker Paving, Inc., who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT
DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this ____ day of _____, 2022.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2022, by _____, for _____, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☐ did not take an oath.

NOTARY PUBLIC

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

SECTION VIII

This instrument was prepared by and
upon recording should be returned to:

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

**NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022**

PLEASE TAKE NOTICE that the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District (the “District”), in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2020-23, 2020-24, 2020-25, 2020-28, 2022-01, and 2022-04 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area Two Project, described in such Assessment Resolutions. Said assessments are pledged to secure the Saddle Creek Preserve of Polk County Community Development District, Special Assessment Bonds, Series 2022 (Assessment Area Two Project). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology Report*, dated December 11, 2019, as supplemented by the *Supplemental Assessment Methodology for Assessment Area Two*, dated January 27, 2022 (together, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the Saddle Creek Preserve of Polk County Community Development District, c/o Governmental Management Services Central Florida, LLC, 219 East Livingston Street; Orlando, Florida 32801, Ph.: 407-841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute

and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.


The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes, as amended. Pursuant to Section 190.048, Florida Statutes, you are hereby notified that: **THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[Signature page follows]

IN WITNESS WHEREOF, this Notice has been executed on the 10th day of February, 2022, and recorded in the Official Records of Polk County, Florida.

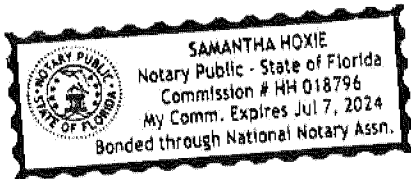
**SADDLE CREEK PRESERVE OF POLK COUNTY
COMMUNITY DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Scott Shapiro, Chairperson

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of February, 2022, by Scott Shapiro as Chairperson of Saddle Creek Preserve of Polk County Community Development District.



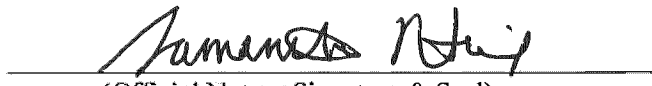

(Official Notary Signature & Seal)
Name: Scott Shapiro
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A: Legal Description of Assessment Area Two

EXHIBIT A
LEGAL DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

LEGAL DESCRIPTION OF ASSESSMENT AREA TWO

DESCRIPTION: (PHASE TWO WEST PARCEL)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF SADDLE CREEK ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N.00°16'05"W., 24.11 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 TO THE NORTHWEST CORNER OF TRACT "G", SADDLE CREEK PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 189, PAGES 20-23, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N.00°16'05"W., 1255.01 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SADDLE CREEK ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: S.89°59'07"E., 1373.33 FEET; THENCE S.00°00'53"W., 10.00 FEET; THENCE N.89°59'14"E., 660.87 FEET TO THE WESTERLY BOUNDARY LINE OF SAID SADDLE CREEK PRESERVE PHASE 1; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING ELEVEN COURSES AND FOUR CURVES: S.21°17'43"E., 67.68 FEET; THENCE S.00°01'39"E., 141.84 FEET; THENCE S.07°02'30"W., 40.63 FEET; THENCE S.00°01'39"E., 120.00 FEET; THENCE S.89°58'21"W., 461.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, 90.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°27'55" (CHORD BEARS S.46°44'23"W., 82.20 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY, 361.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°54'58" (CHORD BEARS S.31°24'53"W., 346.93 FEET); THENCE S.59°22'22"W., 578.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHWESTERLY, 73.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'34" (CHORD BEARS S.65°34'09"W., 73.40 FEET); THENCE S.71°45'56"W., 502.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY, 25.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°57'28" (CHORD BEARS S.35°47'12"W., 23.50 FEET); THENCE S.00°11'32"E., 33.31 FEET; THENCE S.89°48'28"W., 120.00 FEET; THENCE N.77°58'14"W., 40.92 FEET; THENCE S.89°48'28"W., 130.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.84 ACRES, MORE OR LESS.

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

DESCRIPTION: (PHASE TWO EAST PARCEL)

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF SADDLE CREEK ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N.00°16'05"W., 1279.12 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 TO THE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SADDLE CREEK ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN COURSES: S.89°59'07"E., 1373.33 FEET; THENCE S.00°17'30"E., 10.00 FEET; THENCE N.89°59'14"E., 660.81 FEET; THENCE S.89°59'51"E., 300.05 FEET TO THE NORTHEAST CORNER OF TRACT "A", SADDLE CREEK PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 189, PAGES 20-23, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S.89°54'54"E., 138.77 FEET; THENCE N.00°16'33"W., 10.18 FEET; THENCE S.89°58'37"E., 678.56 FEET TO THE EASTERLY BOUNDARY LINE OF THE WEST 460.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE S.00°07'13"W., 847.54 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE SOUTHERLY BOUNDARY LINE OF THE NORTH 894.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE N.89°12'47"W., 460.09 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE EASTERLY BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE S.89°36'08"W., 270.87 FEET TO THE WESTERLY BOUNDARY LINE OF THE EAST 271.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE S.00°07'27"W., 414.88 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE S.00°12'28"E., 140.67 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE EAST 271.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 TO THE NORTHEAST CORNER OF TRACT "G" OF SAID SADDLE CREEK PRESERVE PHASE 1; THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID SADDLE CREEK PRESERVE PHASE 1 THE FOLLOWING FOURTEEN COURSES AND FIVE CURVES: S.89°48'28"W., 129.98 FEET; THENCE N.00°11'32"W., 50.00 FEET; THENCE S.89°48'28"W., 41.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, 38.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°22'35" (CHORD BEARS S.53°07'10"W., 35.85 FEET); THENCE S.89°48'28"W., 85.00 FEET; THENCE N.00°11'32"W., 427.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY, 51.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" (CHORD BEARS N.22°41'32"W., 49.75 FEET); THENCE N.45°11'32"W., 215.56 FEET; THENCE N.44°48'28"E., 115.00 FEET; THENCE N.45°11'32"W., 100.00 FEET; THENCE N.44°48'33"E., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY, 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'13" (CHORD BEARS N.00°11'39"W., 28.29 FEET); THENCE N.44°48'28"E., 230.25 FEET; THENCE N.22°53'47"E., 19.77 FEET; THENCE N.00°11'32"W., 208.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 190.00 FEET; THENCE NORTHEASTERLY, 31.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°24'32" (CHORD BEARS N.04°30'44"E., 31.17 FEET); THENCE N.89°48'28"E., 124.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70.00 FEET; THENCE NORTHEASTERLY, 46.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°25'46" (CHORD BEARS N.45°22'47"E., 46.08 FEET); THENCE N.00°01'39"W., 66.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.64 ACRES, MORE OR LESS.

Exhibit A
Notice of Special Assessments (Series 2022)

SECTION IX

SECTION D

SECTION 1

Saddle Creek Preserve of Polk County

Community Development District

Summary of Invoices

January 26, 2022 through February 14, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	1/27/22	82-85	\$ 800.00
	1/28/22	86	\$ 1,400.00
	2/10/22	87-93	\$ 6,942.06
Total			\$ 9,142.06

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	2/15/22	PAGE	1
*** CHECK DATES 01/26/2022 - 02/14/2022 ***														
SADDLE CREEK PRESERVE - GF														
BANK A GENERAL FUND														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/27/22	00025	12/15/21 KE121520	202112 310-51300-11000	SUPERVISOR FEES-12/15/21	*	200.00	
				KELLY ANN EVANS			200.00 000082
1/27/22	00026	12/15/21 LC121520	202112 310-51300-11000	SUPERVISOR FEES-12/15/21	*	200.00	
				LORI CAMPAGNA			200.00 000083
1/27/22	00010	12/15/21 SS121520	202112 310-51300-11000	SUPERVISOR FEES-12/15/21	*	200.00	
				SCOTT SHAPIRO			200.00 000084
1/27/22	00009	12/15/21 MS121520	202112 310-51300-11000	SUPERVISOR FEES-12/15/21	*	200.00	
				CHARLES M SENEY			200.00 000085
1/28/22	00027	1/19/22 01192022	202201 320-53800-48000	INSTALL NEW CONDUIT	*	1,400.00	
				THE DITCH WHISPERER, LLC			1,400.00 000086
2/10/22	00002	2/01/22 34	202202 310-51300-34000	MANAGEMENT FEES FEB 22	*	3,004.17	
		2/01/22 34	202202 310-51300-35100	INFO TECHNOLOGY FEB 22	*	150.00	
		2/01/22 34	202202 310-51300-35200	WEBSITE ADMIN FEB 22	*	100.00	
		2/01/22 34	202202 310-51300-31300	DISSEMINATION FEB 22	*	416.67	
		2/01/22 34	202202 310-51300-51000	OFFICE SUPPLIES	*	2.83	
		2/01/22 34	202202 310-51300-42000	POSTAGE	*	25.44	
		2/01/22 34	202202 310-51300-42500	COPIES	*	5.55	
				GOVERNMENTAL MANAGEMENT SERVICES			3,704.66 000087
2/10/22	00025	2/02/22 KE020220	202202 310-51300-11000	SUPERVISOR FEE 2/2/2022	*	200.00	
				KELLY ANN EVANS			200.00 000088
2/10/22	00021	12/31/21 00042834	202112 310-51300-48000	NOT OF BOS MEETING 12/15	*	287.40	
				CA FLORIDA HOLDINGS, LLC			287.40 000089
2/10/22	00026	2/02/22 LC020220	202202 310-51300-11000	SUPERVISOR FEE 2/2/2022	*	200.00	
				LORI CAMPAGNA			200.00 000090

SCPP SAD CREEK PRES CWRIGHT

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/10/22	00009	2/02/22 MS020220	202202 310-51300-11000	SUPERVISOR FEE 2/2/2022	*	200.00	
				CHARLES M SENEY			200.00 000091
2/10/22	00023	1/24/22 5304	202201 320-53800-46200	LANDSCAPE MAINT - JAN 22	*	2,150.00	
				PRINCE & SONS INC.			2,150.00 000092
2/10/22	00010	2/02/22 SS020220	202202 310-51300-11000	SUPERVISOR FEE 2/2/2022	*	200.00	
				SCOTT SHAPIRO			200.00 000093
TOTAL FOR BANK A						9,142.06	
TOTAL FOR REGISTER						9,142.06	

SCPP SAD CREEK PRES CWRIGHT