

# POLK CITY

## Special City Commission Meeting

May 29, 2018

Polk City Government Center  
123 Broadway Blvd., SE

7:00 P.M.

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**CALL TO ORDER** – Mayor Joe LaCascia

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**ESTABLISHMENT OF A QUORUM**

### AGENDA

1. **PUBLIC HEARING - Ordinance 2018-02** – An Ordinance of Polk City, Florida; Approving a Final Plat Pursuant to S.S. 7.05.06, Polk City Land Development Code; Providing a Short Title; Providing Findings and Intent; Providing for Severability; Providing an Effective Date, **second and final reading**
2. Services Agreement for Financial Reporting Officer/Comptroller with George Cotellis,

### CITY MANAGER ITEMS

### CITY ATTORNEY ITEMS

### COMMISSIONER ITEMS

Vice Mayor Harris  
Commissioner Blethen  
Commissioner Carroll  
Commissioner Kimsey  
Mayor LaCascia

### ANNOUNCEMENTS

### ADJOURNMENT

Please note: Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered during this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the American with Disabilities Act, a person with disabilities needing any special accommodations to participate in city meetings should contact the Office of the City Clerk, Polk City Government Center, 123 Broadway, Polk City, Florida 33868 Telephone (863) 984-1375. The City of Polk City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Commission meetings may be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

**City Commission Meeting  
May 21, 2018**

**AGENDA ITEM 1: Ordinance 2018-02, Approving Final Plat for Fountain Park Phase 2**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

Ordinance 2018-02, An Ordinance approving a final plat pursuant to § 7.05.06, Polk City Land Development Code; Providing a Short Title; Providing Findings and Intent; Providing for Severability; Providing an Effective Date

**ATTACHMENTS:**

Ordinance 2018-02, Copy of Preliminary Plat, Copy of Final Plat, Copy of Performance Bond and a copy of the Maintenance Bond

**ANALYSIS:**

This is second and final reading of Ordinance 2018-02; first reading was Monday, May 21. The Mylar for final plat will be at the Commission meeting for signatures. The final signature of the City's Engineer of Record for this project, which is Polk County, will be the last signature; once the Engineer signs the Mylar, Fountain Park (Centex Homes), will have the plat recorded.

The Maintenance Bond will be completed and signed upon completion of the improvements to be covered by the performance bond. As a condition, the City Attorney is recommending the following condition:

**“The applicant/developer shall submit a maintenance bond upon completion of the improvements to be covered by the performance bond. The maintenance bond shall protect the city against any defects resulting from faulty materials or workmanship (ie. Installation) of the improvements for a period of one (1) year from the date the city approves the installation of all improvements included in the final plat.”**

**STAFF RECOMMENDATION:**

To approve Ordinance 2018-02 on second and final reading.

Approve the condition recommended by the City Attorney pertaining to the Performance Bond.

# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East  
Polk City, Polk County, Florida

### Legal Description

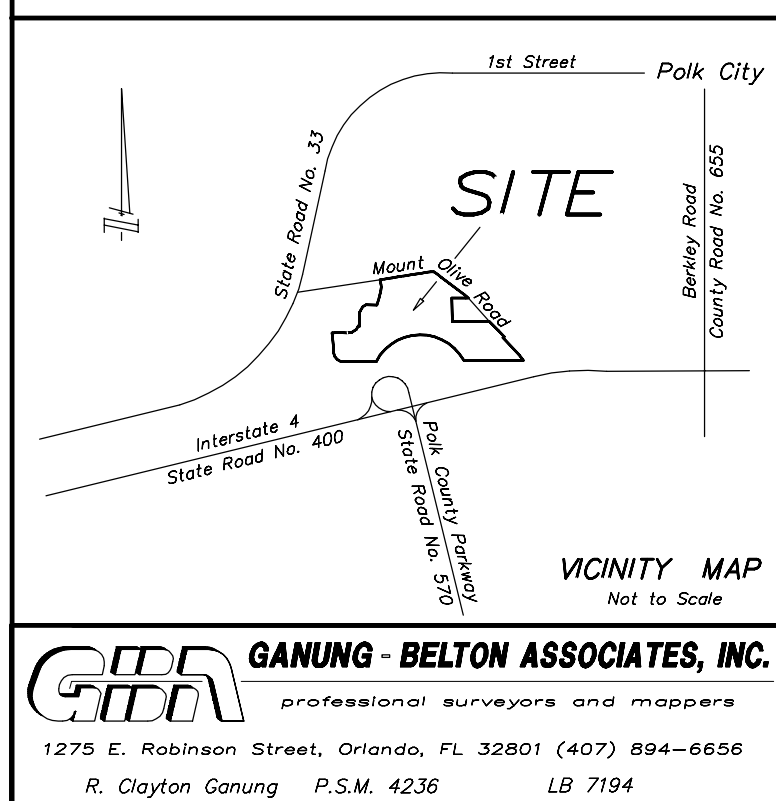
A portion of Section 6, Township 27 South, Range 25 East, City of Polk City, Polk County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of Tract H, FOUNTAIN PARK - PHASE 1, according to the plat thereof, as recorded in Plat Book 146, Pages 7 through 11, Public Records of Polk County, Florida; thence northeasterly, along the easterly line of said plat of FOUNTAIN PARK - PHASE 1, the following courses and distances: run N 60°06'35" W, a distance of 93.28 feet; thence run N 40°03'19" W, a distance of 91.67 feet; thence run N 16°19'29" W, a distance of 91.78 feet; thence run N 00°02'13" W, a distance of 129.11 feet; thence run N 06°45'54" W, a distance of 259.03 feet; thence run N 01°48'44" W, a distance of 11.49 feet; thence run N 87°35'24" E, a distance of 119.35 feet; thence run S 88°23'15" E, a distance of 50.54 feet; thence run S 88°30'21" E, a distance of 158.09 feet; thence run N 81°54'00" E, a distance of 92.40 feet; thence run N 56°40'49" E, a distance of 100.83 feet; thence run N 31°24'27" E, a distance of 91.67 feet; thence run S 70°37'02" E, a distance of 28.41 feet; thence run N 00°04'08" W, a distance of 289.21 feet; thence run N 20°02'48" E, a distance of 58.01 feet; thence run N 37°47'56" E, a distance of 79.24 feet; thence run N 61°18'22" E, a distance of 79.65 feet; thence run S 88°28'50" E, a distance of 218.49 feet; thence run N 18°15'54" E, a distance of 137.25 feet; thence run N 11°47'33" E, a distance of 163.07 feet; thence run N 07°36'28" E, a distance of 98.22 feet; thence run N 09°03'58" W, a distance of 143.08 feet to a point on the southerly maintained right-of-way line of Mount Olive Road as recorded in Map Book I, Pages 179 through 181, Public Records of Polk County, Florida; thence along the southerly and westerly maintained right-of-way line of said Mount Olive Road the following courses and distances: run N 80°58'54" E, a distance of 61.86 feet; thence run N 80°45'09" E, a distance of 100.00 feet; thence run N 81°09'12" E, a distance of 100.00 feet; thence run S 52°19'44" E, a distance of 100.00 feet; thence run S 52°40'21" E, a distance of 100.00 feet; thence run N 81°43'35" E, a distance of 100.01 feet; thence run N 80°24'31" E, a distance of 100.00 feet; thence run N 81°26'24" E, a distance of 100.01 feet; thence run N 80°41'42" E, a distance of 100.00 feet; thence run N 80°34'50" E, a distance of 100.00 feet; thence run N 81°40'09" E, a distance of 100.01 feet; thence run S 89°47'54" E, a distance of 70.89 feet; thence run S 57°04'20" E, a distance of 100.37 feet; thence run S 51°59'06" E, a distance of 100.00 feet; thence run S 53°07'51" E, a distance of 100.01 feet; thence run S 52°16'18" E, a distance of 100.00 feet; thence run S 52°19'44" E, a distance of 100.00 feet; thence run S 52°40'21" E, a distance of 100.00 feet; thence run S 52°09'25" E, a distance of 100.00 feet; thence run S 52°40'21" E, a distance of 100.00 feet; thence run S 52°26'36" E, a distance of 100.83 feet to a point on the north line of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run N 89°47'41" W, along the north line of the Southwest 1/4 of the Southeast 1/4 of said Section 6, a distance of 46.97 feet to a point on the north line of the Southwest 1/4 of said Section 6; thence run S 89°56'25" W, along on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 295.03 feet to a point on the west line of the East 295.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run S 00°50'51" E, along the west line of the East 295.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 495.05 feet to a point on the south line of the North 495.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run N 89°56'25" E, along the south line of the North 495.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 295.03 feet to a point on the south line of the North 495.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run S 89°47'41" E, along the south line of the North 495.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6, a distance of 488.36 feet to a point on the aforementioned westerly maintained right-of-way line of Mount Olive Road; thence along said westerly maintained right-of-way line the following courses and distances: run S 43°42'57" E, a distance of 255.15 feet; thence run S 43°06'50" E, a distance of 173.40 feet to a point on the northerly line of right-of-way taking Parcel 123, Section 16320-2436, State Road 400 (I-4); thence southeasterly, along the northerly and westerly lines of said Parcel 123, the following courses and distances: run S 47°06'50" W, a distance of 28.91 feet; thence run S 42°53'05" E, a distance of 482.77 feet; thence run S 37°52'19" E, a distance of 150.28 feet to a point on the north line of the South 26.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run S 89°53'53" W, along the north line of the South 26.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6, a distance of 1,170.87 feet to a point on the north line of the South 26.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run S 89°57'47" W, along the north line of the South 26.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 68.53 feet to a point on the northerly limited access right-of-way line of the Polk County Parkway (State Road No. 570); said point being a point on a non-tangent curve, concave southerly, having a radius of 1,031.47 feet; thence westerly, along said northerly limited access right-of-way line, the following three (3) courses and distances: on a chord bearing of S 89°11'17" W and a chord distance of 1,821.92 feet, run westerly, along the arc of said curve, a distance of 2,233.29 feet, through a central angle of 124°03'15" to a point; thence run S 89°53'33" W, a distance of 458.42 feet; thence run S 02°31'12" W, a distance of 0.79 feet to a point on the south line of the Southwest 1/4 of the Southwest 1/4 of said Section 6; thence run S 89°57'47" W, along the south line of the Southwest 1/4 of the Southwest 1/4 of said Section 6, a distance of 267.26 feet to the POINT OF BEGINNING.

Containing 85.74 acres, more or less.

### Surveyor's Notes:

- Bearings are based on an assumed bearing of N 89°57'47" E along the south line of the Southwest 1/4 of Section 6, Township 27 South, Range 25 East.
- All lot lines are radial unless otherwise noted as NR (non-radial).
- Based on scaling of the Flood Insurance Rate map, the lands described hereon fall within Flood Zones "AE" and "X" per F.I.R.M. Map Panel No. 12105C0190G, dated December 22, 2016. The Flood Insurance Rate Map is not a survey and no responsibility is taken for the accuracy of said map.
- FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.
- The following tracts and easements are hereby dedicated to and shall be maintained by the Fountain Park Homeowners Association:
  - Tract "A" (private roadway)
  - Tract "B" (Wall / Fence / Landscape / Open Space)
  - Tract "C" (Drainage / Open Space)
  - Tract "E" (Stormwater)
  - Tracts "F" and "G" (Conservation)
  - Drainage Easements
  - Wetland Buffer Easement
- Development rights to and a drainage easement over all of Tract "F" and Tract "G" and the Wetland Buffer Easement within Tract "B" are dedicated to Polk City, Florida. No construction, clearing, grading or alterations (except for family agricultural purposes) to Tract "F", Tract "G" and the Wetland Buffer Easement are permitted without prior approval of Polk City and all other applicable jurisdictional agencies.
- The Association, (as defined above and in the Dedication hereon), shall be responsible for the maintenance, including maintenance of vegetation growth, in the rights-of-way, drainage swales, drainage easements and drainage easement swales.
- Tract "D" is a Future Development tract and shall be owned and maintained by CENTEX HOMES, its successors and /or assigns.
- Utilization of lands within this plat are further limited and restricted by the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Fountain Park, Florida, as it may be amended from time to time ("Master Declaration").
- Maintenance of design function of the storm water management system and maintenance of vegetation growth in the drainage easements and rights-of-way is the responsibility of Fountain Park Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association") and shall not be maintained by public funds. The Association shall maintain and operate the storm water management system within the lands described in this plat in accordance with the permit issued by the Southwest Florida Management District
- Lands in the vicinity of the drainage easements and retention areas may be subject to standing water when conditions decrease the rate of percolation and drainage run-off.
- Except as otherwise shown on this plat, there shall be a non-exclusive 12.00 foot wide drainage and utility easement area along all front lot lines and adjacent to the private roadway and a non-exclusive 5.00 foot wide utility easement area along each side and rear lot line. The platted utility easements shown hereon are easements in favor of utilities providers for the purpose of constructing, operating, maintaining, repairing and replacing their respective facilities servicing the lands encompassed by this plat.
- All platted utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, television, gas, water, sewer or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages pursuant to Section 177.091(28), Florida Statutes.
- The owner has bonded the setting of the individual lot corners pursuant to existing platting requirements. No individual lot corners were set prior to the recording of this plat.
- Coordinate basis is the West Zone of the Florida State Plane Coordinate System, NAD83 (1999) and are based on Horizontal Control Points.
- Elevations are based on NGS Designation 17668 B, PID - D09307, being a aluminum disk marked 17668 B 2012, SFLMMD, having an elevation of 146.65' (NAVD 88).



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF SURVEYOR**  
I hereby certify that this plat is a true and correct representation of the lands as surveyed under my responsible direction and supervision and that the survey data complies with all of the requirements of Chapter 177, Florida Statutes and that permanent reference monuments and permanent control points have been set in accordance with the requirements of said Chapter 177.

Date \_\_\_\_\_

R. CLAYTON GANUNG, P.L.S.  
FLORIDA REGISTRATION NUMBER 4236  
GANUNG-BELTON ASSOCIATES, INC.  
FLORIDA REGISTRATION NUMBER LB 7194

**CLERK OF THE CIRCUIT COURT**  
STATE OF FLORIDA COUNTY OF POLK  
I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that this plat has been accepted for recording this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_ Clerk of the Circuit Court

**FOUNTAIN PARK - PHASE 2 DEDICATION**

STATE OF FLORIDA COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that CENTEX HOMES, a Nevada general partnership, the owner of the hereon described lands, does hereby dedicate the following forever:

- To Fountain Park Homeowners Association, Inc., a Florida not-for-profit corporation ("Association"), Tract "A" (private roadway), Tract "B", Tract "C", Tract "E", Tracts "F" and "G" as indicated hereon (which are together contemplated and/or defined as the "Common Areas" in the Declaration), and the drainage easements shown hereon for the purposes stated herein.
- Tracts "H" and "I" (additional right-of-way) are dedicated to the perpetual use of the public.
- To Polk City, Florida, its successors and assigns, the public utility easements shown hereon for the purpose of providing water and sewer utilities and a perpetual non-exclusive easement for ingress and egress over Tract "A" (private roadway) shown hereon for the purposes of maintenance of such water and sewer utilities.
- Reserving to CENTEX HOMES, and its successors and assigns, a perpetual non-exclusive easement for ingress and egress over Tract "A" (private roadway) shown hereon.
- CENTEX HOMES dedicates a non-exclusive ingress and egress easement over Tract "A" (private roadway) shown hereon, to Polk City, its successors and assigns, and other applicable authorities for the benefit of pick-up and delivery services, law enforcement services, ambulance services and other authorities of law, United States mail carriers, providers of public and private utilities, and to the future lot owners, their successors, assigns and invitees.

By: CENTEX HOMES  
a Nevada general partnership

\_\_\_\_\_  
Witness Signature By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**ACKNOWLEDGMENT**

STATE OF FLORIDA COUNTY OF POLK

I HEREBY CERTIFY the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ of CENTEX HOMES, a Nevada general partnership on behalf of the partnership. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

**APPROVALS**

STATE OF FLORIDA COUNTY OF POLK

POLK CITY  
CITY CLERK  
This plat of FOUNTAIN PARK - PHASE 2 is hereby approved by the City Clerk for Polk City this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
City Clerk

CITY ENGINEER  
This plat of FOUNTAIN PARK - PHASE 2 is hereby approved by Polk City Engineer this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Consulting City Engineer

\_\_\_\_\_  
Print Name

PLANNING DIVISION  
This plat of FOUNTAIN PARK - PHASE 2 is hereby approved by the Polk City Planning Division this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Chairman of the Planning Commission

\_\_\_\_\_  
Print Name

CITY OF POLK CITY  
This plat of FOUNTAIN PARK - PHASE 2 is hereby approved by the Polk City Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

CITY SURVEYOR  
Pursuant to Section 177.081, Florida Statutes, this plat has been reviewed for conformity and found to be substantially in compliance with Chapter 177, Florida Statutes, relating to the making of maps and plats.

DATE: \_\_\_\_\_

Robert A. Stevens  
Florida Registered Surveyor and Mapper #5388  
For Robert A Stevens & Associates, Inc.

# FOUNTAIN PARK - PHASE 2

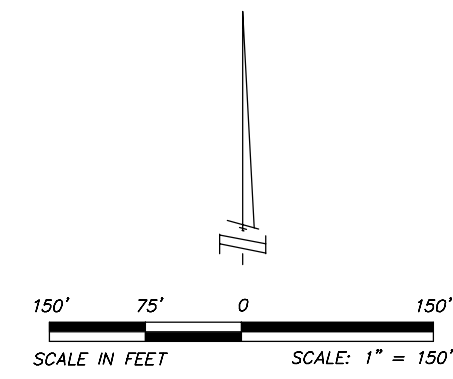
Situated in Section 6, Township 27 South, Range 25 East

Polk City, Polk County, Florida

PLAT  
BOOK

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SHEET 2 OF 5

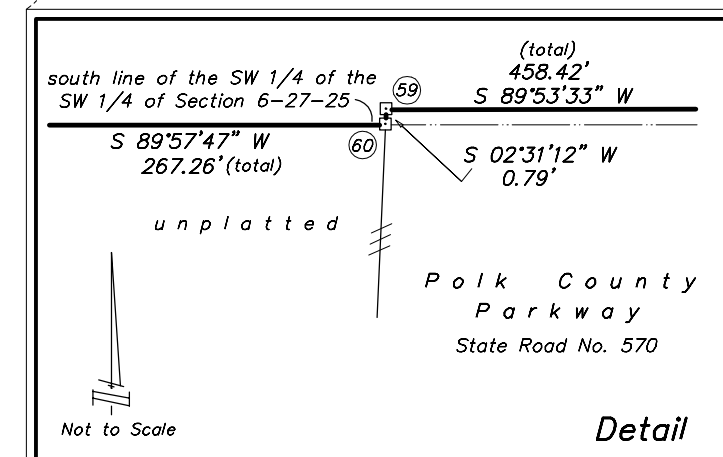
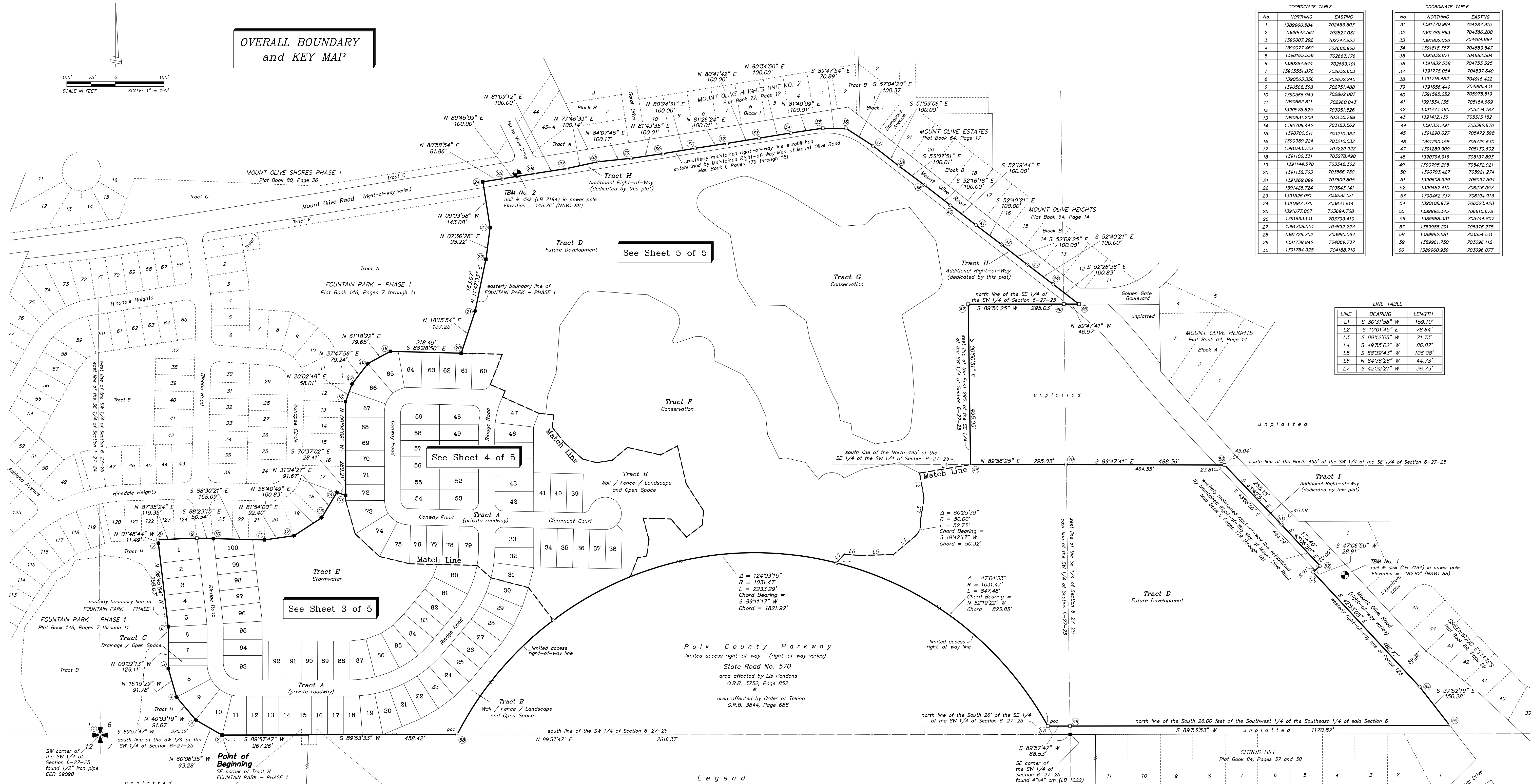


OVERALL BOUNDARY  
and KEY MAP

COORDINATE TABLE		
No.	NORTHING	EASTING
1	1389960.584	702453.503
2	1389940.561	702827.081
3	1390007.292	702747.853
4	1390077.460	702688.860
5	1390165.538	702663.176
6	1390294.644	702663.101
7	1390551.876	702632.603
8	1390563.356	702632.240
9	1390568.368	702751.488
10	1390566.943	702802.007
11	1390562.811	702860.043
12	1390575.825	703051.526
13	1390631.209	703135.788
14	1390709.442	703183.562
15	1390700.011	703210.362
16	1390699.224	703210.032
17	1391043.723	703229.922
18	1391106.331	703278.490
19	1391144.570	703348.362
20	1391138.763	703566.780
21	1391269.099	703609.805
22	1391428.724	703643.141
23	1391526.081	703656.151
24	1391687.375	703633.614
25	1391677.027	703604.708
26	1391693.131	703793.410
27	1391708.504	703892.223
28	1391729.702	703890.094
29	1391739.942	704089.737
30	1391754.328	704188.710

COORDINATE TABLE		
No.	NORTHING	EASTING
31	1391770.884	704287.315
32	1391785.863	704386.208
33	1391802.026	704484.894
34	1391818.387	704583.547
35	1391832.871	704682.504
36	1391832.558	704753.325
37	1391778.054	704837.640
38	1391716.462	704916.422
39	1391696.449	704996.431
40	1391695.252	705075.519
41	1391534.135	705154.669
42	1391475.490	705234.187
43	1391412.136	705313.152
44	1391351.491	705392.670
45	1391290.027	705472.598
46	1391290.198	705425.630
47	1391289.909	705310.022
48	1390794.916	705137.893
49	1390795.205	705432.921
50	1390793.427	705212.274
51	1390608.999	706097.594
52	1390482.410	706216.097
53	1390462.737	706194.933
54	1390308.979	706232.428
55	1389990.345	706615.678
56	1389988.331	705444.807
57	1389988.291	705376.275
58	1389982.581	705354.531
59	1389961.750	705396.112
60	1389960.959	705396.077

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 80°31'38" W	159.10'
L2	S 10°11'45" E	78.64'
L3	S 0°12'05" W	71.73'
L4	S 49°55'02" W	86.87'
L5	S 88°19'43" W	106.08'
L6	N 84°36'26" W	44.78'
L7	S 42°32'21" W	36.75'



Legend		
L	- arc length	CCR - Certified Corner Record
Δ	- central angle	⑥ - State Plane Coordinate point number
R	- radius or radial	LS - Licensed Surveyor
NR	- non-radial	- Limited Access Right-of-Way Line
±	- more or less	O.R.B. - Official Records Book
pt	- point of tangency	⊕ - centerline
pc	- point of curvature	D.E. - Drainage Easement
pi	- point of intersection	D.U.E. - Drainage and Utility Easement
pm	- point on curve	cm - concrete monument
⊕	- centerline	• - found nail & disk (PCP LB 7194)
⊙	- concrete monument	• - set nail & disk (PCP LB 7194)
⊙	- concrete monument	□ - indicates permanent reference monument set 4"x4" concrete monument (PRM LB 7194)
⊙	- concrete monument	■ - indicates permanent reference monument found 4"x4" concrete monument (PRM LB 7194) (unless noted otherwise)
⊙	- concrete monument	⊙ - indicates set 1/2" rebar with cap (GBA LB 7194)
⊙	- concrete monument	⊙ - indicates set 1/2" rebar with cap (PRM LB 7194)
⊙	- concrete monument	⊕ - Temporary Benchmark

**FLOOD HAZARD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

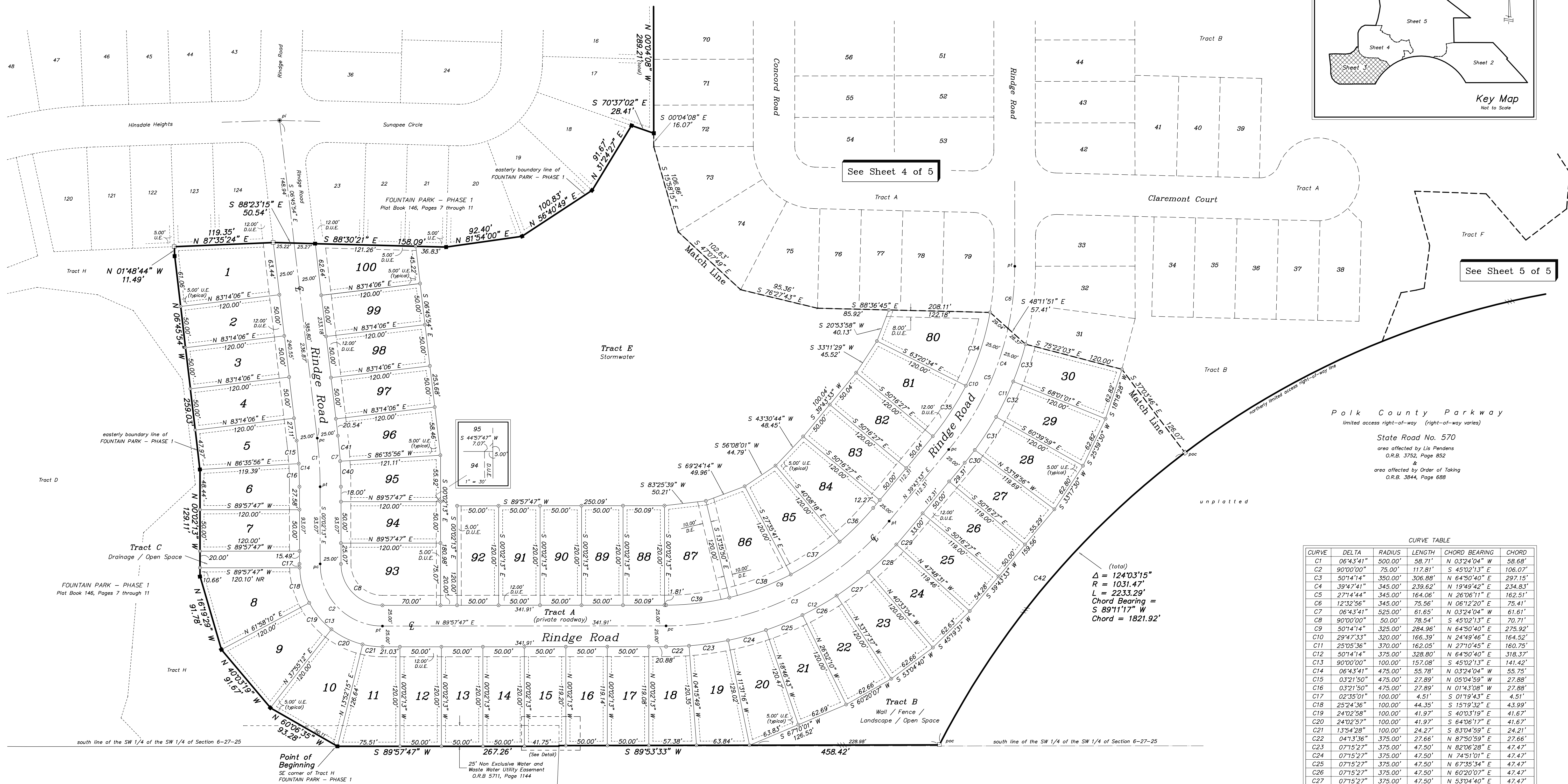
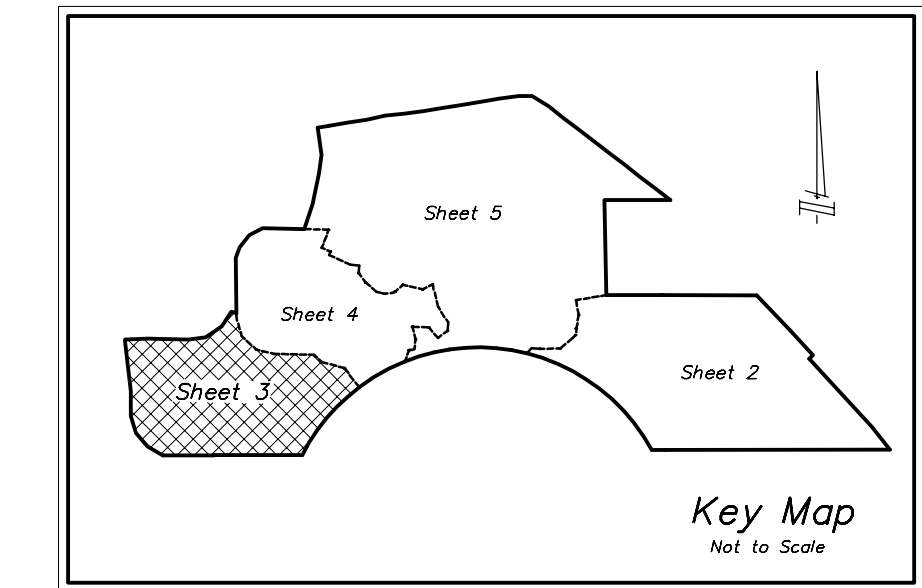
# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East  
Polk City, Polk County, Florida

PLAT  
BOOK

PAGE

SHEET 3 OF 5

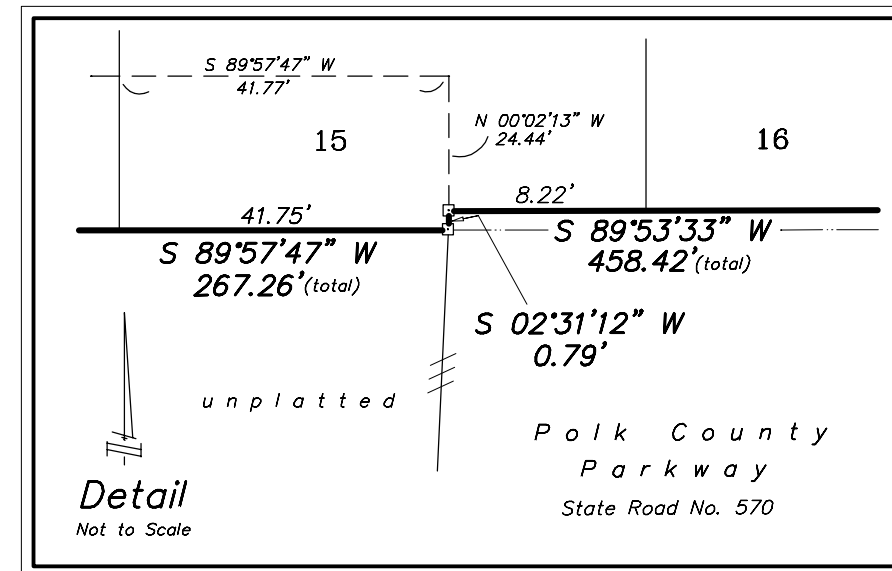
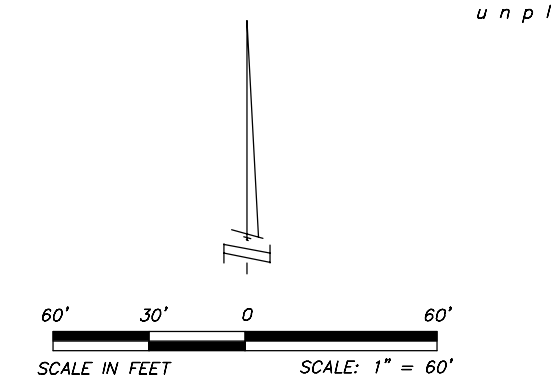


Polk County Parkway  
limited access right-of-way (right-of-way varies)  
State Road No. 570  
area affected by Lis Pendens  
O.R.B. 3752, Page 852  
&  
area affected by Order of Taking  
O.R.B. 3844, Page 688

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	06°43'41"	500.00'	58.71'	N 03°24'04" W	58.68'
C2	90°00'00"	75.00'	117.81'	S 45°02'13" E	106.07'
C3	50°14'14"	350.00'	306.88'	N 64°50'40" E	297.15'
C4	39°47'41"	345.00'	239.62'	N 19°49'42" E	234.83'
C5	27°14'44"	345.00'	164.06'	N 26°06'11" E	162.51'
C6	12°32'56"	345.00'	75.96'	N 06°12'20" E	75.41'
C7	06°43'41"	525.00'	61.65'	N 03°24'04" W	61.61'
C8	90°00'00"	50.00'	78.54'	S 45°02'13" E	70.71'
C9	50°14'14"	325.00'	284.96'	N 64°50'40" E	275.92'
C10	29°47'33"	320.00'	166.39'	N 24°49'46" E	164.52'
C11	25°05'36"	370.00'	162.05'	N 27°10'45" E	160.75'
C12	50°14'14"	375.00'	328.80'	N 64°50'40" E	318.37'
C13	90°00'00"	100.00'	157.08'	S 45°02'13" E	141.42'
C14	06°43'41"	475.00'	55.78'	N 03°24'04" W	55.75'
C15	03°21'50"	475.00'	27.89'	N 05°04'59" W	27.88'
C16	03°21'50"	475.00'	27.89'	N 01°43'08" W	27.88'
C17	02°35'01"	100.00'	4.51'	S 01°19'43" E	4.51'
C18	25°24'36"	100.00'	44.35'	S 15°19'32" E	43.99'
C19	24°02'58"	100.00'	41.97'	S 40°31'19" E	41.67'
C20	24°02'58"	100.00'	41.97'	S 64°06'17" E	41.67'
C21	13°54'28"	100.00'	24.27'	S 83°04'59" E	24.21'
C22	04°13'36"	375.00'	27.66'	N 87°50'59" E	27.66'
C23	07°15'22"	375.00'	47.50'	N 82°06'28" E	47.47'
C24	07°15'22"	375.00'	47.50'	N 74°51'01" E	47.47'
C25	07°15'22"	375.00'	47.50'	N 67°35'34" E	47.47'
C26	07°15'22"	375.00'	47.50'	N 60°20'07" E	47.47'
C27	07°15'22"	375.00'	47.50'	N 53°04'40" E	47.47'
C28	07°15'22"	375.00'	47.50'	N 45°49'13" E	47.47'
C29	02°27'56"	375.00'	16.14'	N 40°57'31" E	16.14'
C30	03°02'29"	370.00'	19.64'	N 38°12'18" E	19.64'
C31	07°21'03"	370.00'	47.47'	N 33°00'33" E	47.44'
C32	07°21'02"	370.00'	47.47'	N 25°39'30" E	47.44'
C33	07°21'02"	370.00'	47.47'	N 18°18'28" E	47.44'
C34	16°43'26"	320.00'	93.40'	N 18°17'43" E	93.07'
C35	13°04'07"	320.00'	72.99'	N 33°11'29" E	72.83'
C36	10°08'09"	325.00'	57.49'	N 44°47'37" E	57.42'
C37	12°32'36"	325.00'	71.15'	N 56°08'01" E	71.01'
C38	13°59'51"	325.00'	79.40'	N 69°24'14" E	79.20'
C39	13°33'37"	325.00'	76.92'	N 83°10'59" E	76.74'
C40	03°21'51"	525.00'	30.82'	N 01°43'08" W	30.82'
C41	03°21'50"	525.00'	30.82'	N 05°04'59" W	30.82'
C42	25°46'35"	1031.47'	464.04'	S 40°02'56" W	460.13'

(total)  
Δ = 124°03'15"  
R = 1031.47'  
L = 2233.29'  
Chord Bearing =  
S 89°11'17" W  
Chord = 1821.92'



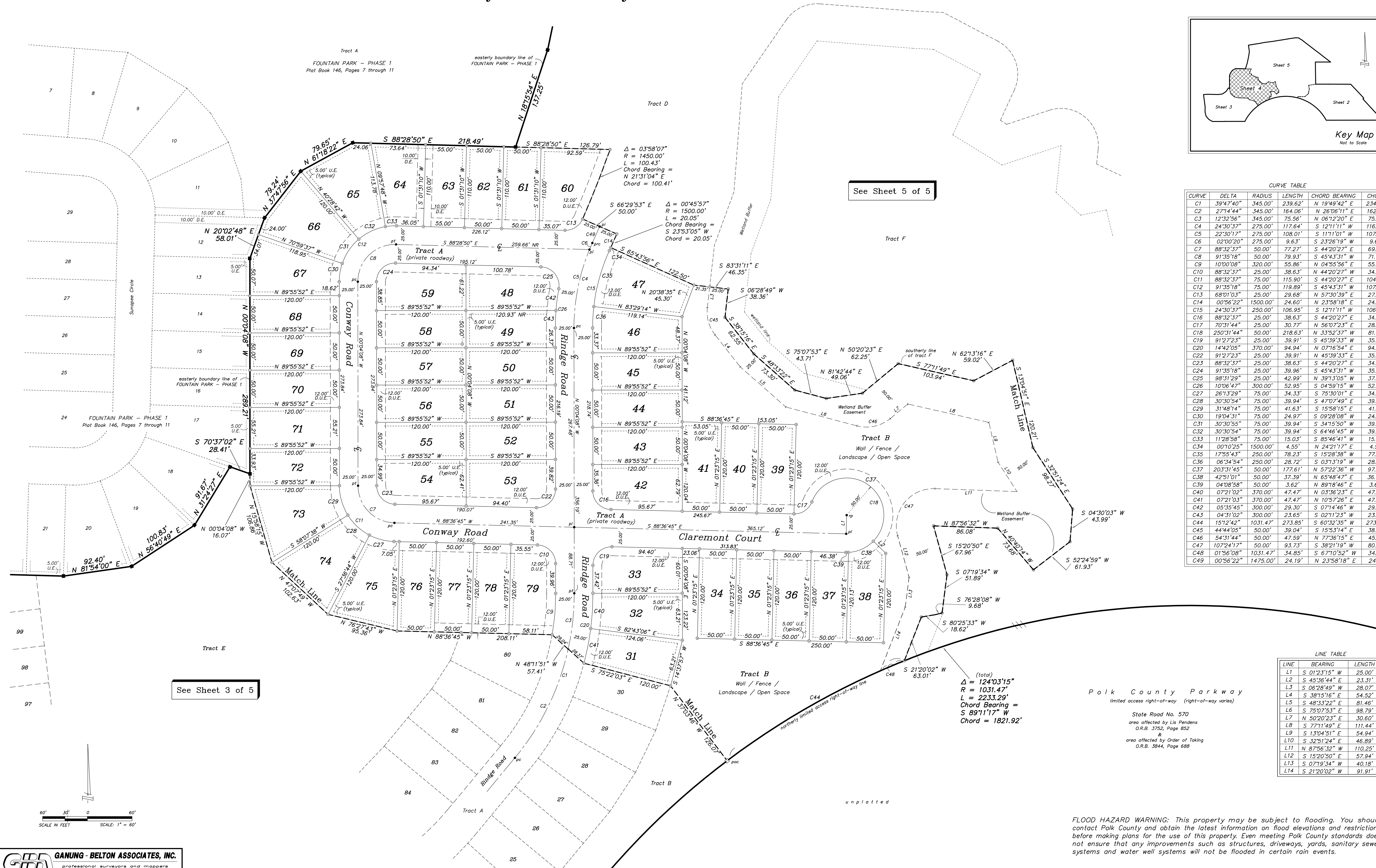
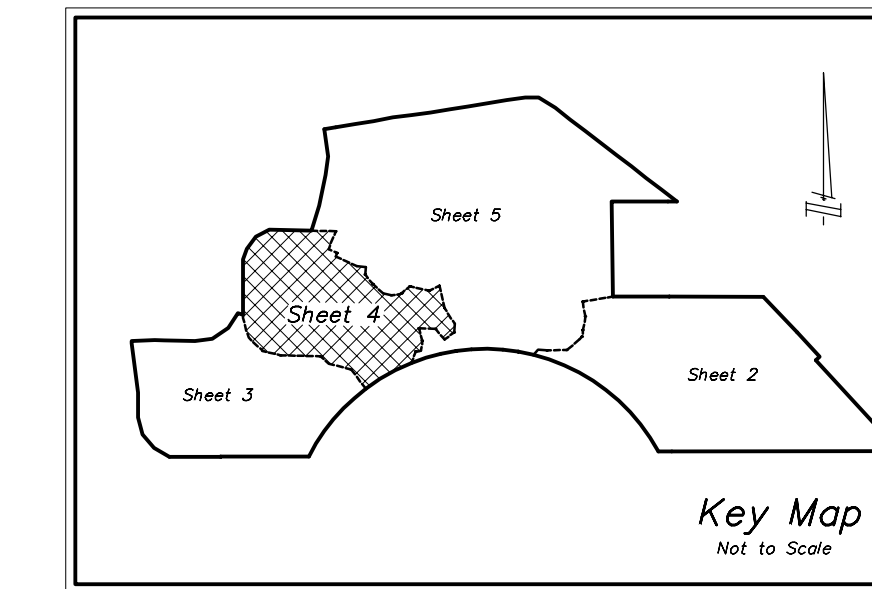
**GANUNG - BELTON ASSOCIATES, INC.**  
professional surveyors and mappers  
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656  
R. Clayton Ganung P.S.M. No. 4236 LB No. 7194

**FLOOD HAZARD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East

Polk City, Polk County, Florida



See Sheet 5 of 5

See Sheet 3 of 5

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	39°47'40"	345.00'	239.62'	N 19°49'42" E	234.83'
C2	27°14'44"	345.00'	164.06'	N 26°06'11" E	162.51'
C3	12°32'56"	345.00'	75.56'	N 06°12'20" E	75.41'
C4	24°30'37"	275.00'	117.64'	S 12°11'11" W	116.75'
C5	22°30'17"	275.00'	108.01'	S 11°11'01" W	107.32'
C6	02°00'20"	275.00'	9.63'	S 23°26'19" W	9.63'
C7	88°32'37"	50.00'	77.27'	S 44°20'27" E	69.81'
C8	91°35'18"	50.00'	79.93'	S 45°43'31" W	71.68'
C9	10°00'08"	320.00'	55.86'	N 04°55'56" E	55.79'
C10	88°32'37"	25.00'	38.63'	N 44°20'27" W	34.90'
C11	88°32'37"	75.00'	115.90'	S 44°20'27" E	104.71'
C12	91°35'18"	75.00'	119.89'	S 45°43'31" W	107.53'
C13	68°01'03"	25.00'	29.68'	N 57°30'39" E	27.97'
C14	00°56'22"	1500.00'	24.60'	N 23°58'18" E	24.60'
C15	24°30'37"	250.00'	106.95'	S 12°11'11" W	106.13'
C16	88°32'37"	25.00'	38.63'	S 44°20'27" E	34.90'
C17	70°31'44"	25.00'	30.77'	N 56°07'23" E	28.87'
C18	25°01'44"	50.00'	218.63'	N 33°52'37" W	81.65'
C19	91°27'23"	25.00'	39.91'	S 45°39'33" W	35.80'
C20	14°42'05"	370.00'	94.94'	N 07°16'54" E	94.68'
C22	91°27'23"	25.00'	39.91'	N 45°39'33" E	35.80'
C23	88°32'37"	25.00'	38.63'	S 44°20'27" E	34.90'
C24	91°35'18"	25.00'	39.96'	S 45°43'31" W	35.84'
C25	98°31'29"	25.00'	42.99'	N 39°13'05" W	37.89'
C26	10°06'47"	300.00'	52.95'	S 04°59'15" W	52.88'
C27	26°13'29"	75.00'	34.33'	S 75°30'01" E	34.03'
C28	30°30'54"	75.00'	39.94'	S 47°07'49" E	39.47'
C29	31°48'14"	75.00'	41.63'	S 15°58'15" E	41.10'
C30	10°04'31"	75.00'	24.97'	S 09°28'08" W	24.85'
C31	30°30'55"	75.00'	39.94'	S 34°15'50" W	39.47'
C32	30°30'54"	75.00'	39.94'	S 64°46'45" W	39.47'
C33	11°28'58"	75.00'	15.03'	S 85°46'41" W	15.01'
C34	00°10'25"	1500.00'	4.55'	N 24°21'17" E	4.55'
C35	17°55'43"	250.00'	78.23'	S 15°28'38" W	77.91'
C36	06°34'54"	250.00'	28.72'	S 03°13'19" W	28.70'
C37	20°31'45"	50.00'	177.61'	N 57°22'36" W	97.90'
C38	42°51'01"	50.00'	37.39'	N 65°48'47" E	36.53'
C39	04°08'58"	50.00'	3.62'	N 89°18'46" E	3.62'
C40	07°21'02"	370.00'	47.47'	N 03°36'23" E	47.44'
C41	07°21'03"	370.00'	47.47'	N 10°57'28" E	47.44'
C42	05°35'45"	300.00'	29.30'	S 07°14'46" W	29.29'
C43	04°31'02"	300.00'	23.65'	S 02°11'23" W	23.65'
C44	15°12'42"	1031.47'	273.85'	S 60°32'35" W	273.04'
C45	44°44'05"	50.00'	39.04'	S 15°31'14" E	38.05'
C46	54°44'44"	50.00'	47.99'	N 77°36'15" E	45.81'
C47	10°29'41"	50.00'	93.73'	S 38°21'19" W	80.60'
C48	01°56'08"	1031.47'	34.85'	S 67°10'52" W	34.84'
C49	00°56'22"	1475.00'	24.19'	N 23°58'18" E	24.19'

LINE TABLE

LINE	BEARING	LENGTH
L1	S 01°23'15" W	25.00'
L2	S 45°36'44" E	23.31'
L3	S 06°28'49" W	28.07'
L4	S 38°15'16" E	54.52'
L5	S 48°33'22" E	81.46'
L6	S 75°07'53" E	98.79'
L7	N 50°20'23" E	30.60'
L8	S 77°11'49" E	111.44'
L9	S 13°04'51" E	54.94'
L10	S 32°51'24" E	46.89'
L11	N 87°56'52" W	110.25'
L12	S 15°20'50" E	57.94'
L13	S 07°19'34" W	40.18'
L14	S 21°20'02" W	91.91'

Polk County Parkway  
limited access right-of-way (right-of-way varies)

State Road No. 570  
area affected by Lis Pendens  
O.R.B. 3752, Page 852  
&  
area affected by Order of Taking  
O.R.B. 3844, Page 688

**FLOOD HAZARD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

# FOUNTAIN PARK - PHASE 2

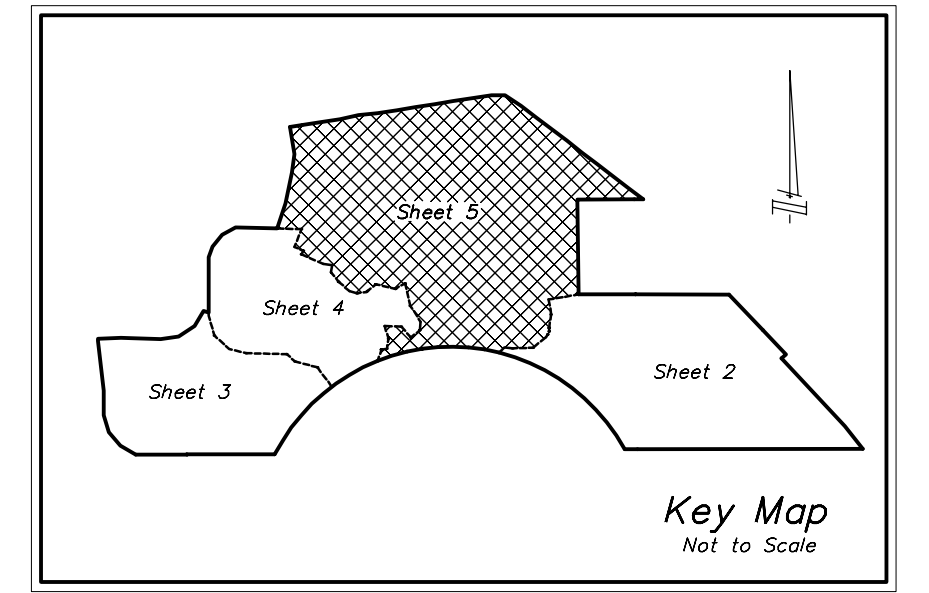
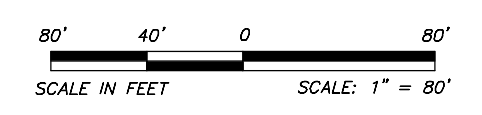
Situated in Section 6, Township 27 South, Range 25 East

Polk County, Polk County, Florida

PLAT BOOK

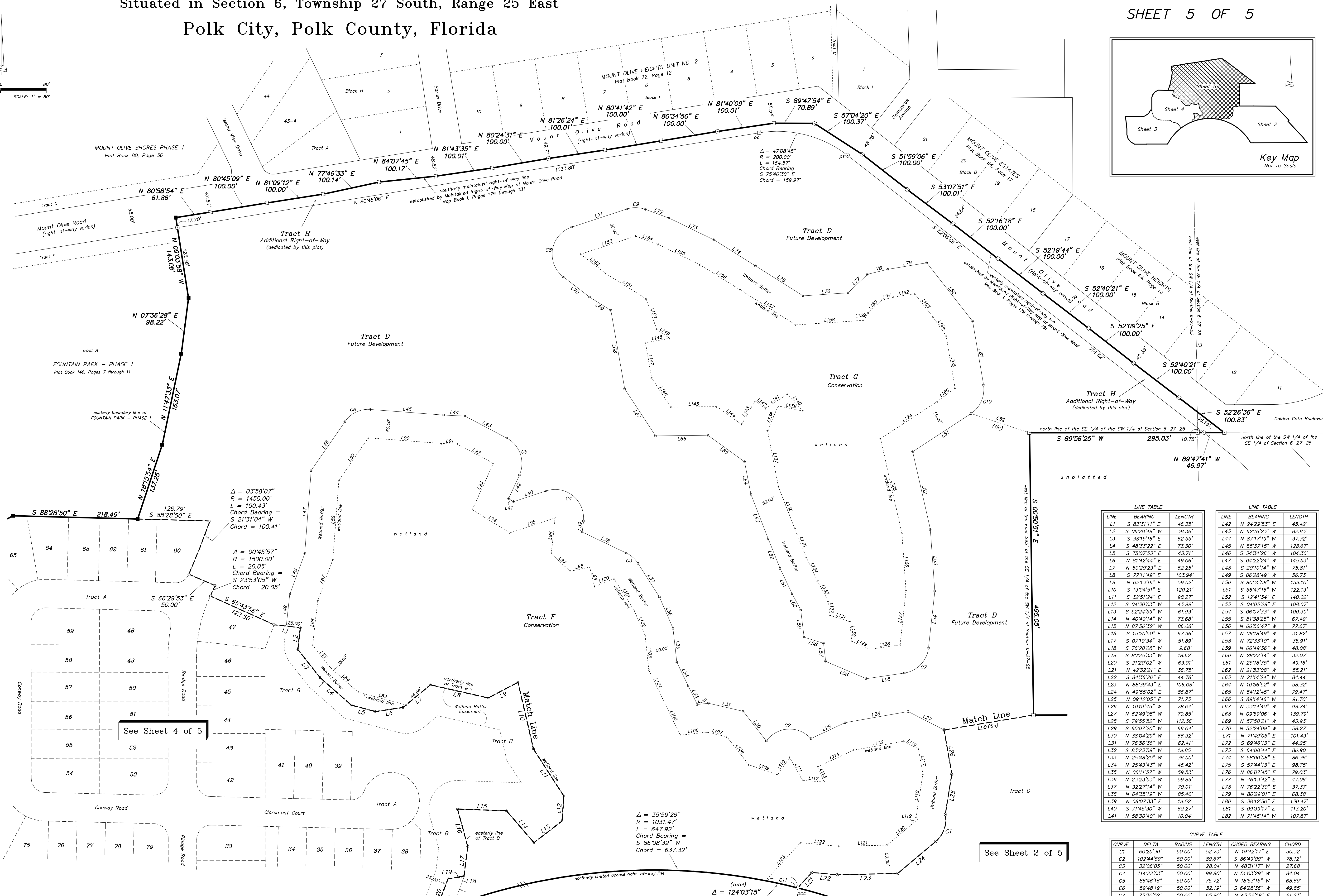
PAGE

SHEET 5 OF 5



**BUFFER LINE TABLE**

LINE	BEARING	LENGTH
L1	S 83°31'11" E	46.35'
L2	S 06°28'49" W	36.36'
L3	S 38°15'16" E	62.55'
L4	S 48°53'22" E	73.30'
L5	S 75°07'53" E	43.71'
L6	N 81°42'44" E	49.06'
L7	N 50°20'23" E	62.25'
L8	S 77°14'49" E	103.94'
L9	N 62°13'16" E	59.02'
L10	S 13°04'51" E	120.21'
L11	S 32°12'24" E	98.27'
L12	S 04°30'03" W	43.99'
L13	S 52°24'59" W	61.93'
L14	N 40°40'14" W	73.68'
L15	N 87°56'32" W	86.08'
L16	S 15°20'50" E	67.96'
L17	S 07°19'34" W	51.89'
L18	S 76°28'08" W	9.68'
L19	S 80°25'33" W	18.62'
L20	S 21°20'02" W	63.01'
L21	N 75°07'53" W	66.98'
L22	N 48°53'22" W	65.15'
L23	N 38°15'16" W	50.01'
L24	N 06°28'49" W	78.80'
L25	N 20°10'14" E	76.75'
L26	N 04°22'24" E	138.98'
L27	N 34°24'26" E	90.87'
L28	S 80°17'15" E	129.40'
L29	S 87°17'19" E	26.96'
L30	S 62°16'23" E	71.74'
L31	S 24°20'23" W	89.96'
L32	S 58°30'40" E	72.45'
L33	N 71°45'30" E	83.45'
L34	S 06°07'33" W	63.27'
L35	S 47°18'44" E	44.87'
L36	N 78°28'15" E	35.18'
L37	S 13°43'25" E	35.38'
L38	N 67°29'10" E	36.97'
L39	S 32°27'14" E	66.05'
L40	S 23°35'31" E	48.37'
L41	S 08°15'57" E	60.57'
L42	S 25°43'43" E	55.06'
L43	S 20°48'20" E	71.57'
L44	N 83°23'58" E	46.72'
L45	S 76°56'36" E	36.10'
L46	S 38°04'29" E	62.34'
L47	S 70°41'34" E	53.65'
L48	N 34°43'31" E	36.92'
L49	S 29°22'34" E	45.74'
L50	S 85°17'40" E	38.47'
L51	N 24°15'06" W	29.15'
L52	N 63°07'28" E	78.02'
L53	N 79°55'52" E	89.01'
L54	S 62°49'08" E	28.18'
L55	S 10°01'45" E	43.35'
L56	S 09°12'05" W	78.45'
L57	S 29°21'47" E	4.70'
L58	S 49°55'02" W	69.29'
L59	S 88°38'43" W	85.55'
L60	S 42°32'21" E	90.47'
L61	S 56°47'16" E	118.28'
L62	S 12°41'34" E	170.93'
L63	S 04°29'29" E	99.84'
L64	S 06°07'33" W	95.83'
L65	S 81°38'25" W	53.42'
L66	N 68°56'47" W	34.37'
L67	N 06°14'49" W	33.20'
L68	S 78°25'05" E	44.48'
L69	N 43°26'05" W	40.31'
L70	S 57°09'40" W	45.72'
L71	N 82°58'51" W	22.40'
L72	S 28°35'12" W	47.87'
L73	N 54°12'45" W	53.69'
L74	S 89°14'46" W	80.77'
L75	N 33°14'01" W	61.01'
L76	N 09°59'06" W	62.83'
L77	N 79°39'58" E	43.39'
L78	N 53°36'53" W	27.68'
L79	N 09°17'04" W	56.99'
L80	N 57°58'21" W	83.12'
L81	N 52°24'09" W	55.84'
L82	N 71°49'05" E	101.43'
L83	S 69°41'31" E	41.79'
L84	S 64°34'44" E	81.76'
L85	S 88°00'08" E	83.56'
L86	S 57°44'13" E	114.95'
L87	N 80°74'51" E	119.45'
L88	N 31°58'24" E	15.01'
L89	N 46°13'42" E	32.66'
L90	N 76°22'30" E	22.11'
L91	N 80°29'01" E	36.83'
L92	S 38°15'16" E	52.51'
L93	S 34°52'04" E	39.95'
L94	S 09°39'17" E	92.92'
L95	S 53°14'44" W	39.69'



See Sheet 4 of 5

See Sheet 2 of 5

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 83°31'11" E	46.35'
L2	S 06°28'49" W	36.36'
L3	S 38°15'16" E	62.55'
L4	S 48°53'22" E	73.30'
L5	S 75°07'53" E	43.71'
L6	N 81°42'44" E	49.06'
L7	N 50°20'23" E	62.25'
L8	S 77°14'49" E	103.94'
L9	N 62°13'16" E	59.02'
L10	S 13°04'51" E	120.21'
L11	S 32°12'24" E	98.27'
L12	S 04°30'03" W	43.99'
L13	S 52°24'59" W	61.93'
L14	N 40°40'14" W	73.68'
L15	N 87°56'32" W	86.08'
L16	S 15°20'50" E	67.96'
L17	S 07°19'34" W	51.89'
L18	S 76°28'08" W	9.68'
L19	S 80°25'33" W	18.62'
L20	S 21°20'02" W	63.01'
L21	N 75°07'53" W	66.98'
L22	N 48°53'22" W	65.15'
L23	N 38°15'16" W	50.01'
L24	N 06°28'49" W	78.80'
L25	N 20°10'14" E	76.75'
L26	N 04°22'24" E	138.98'
L27	N 34°24'26" E	90.87'
L28	S 80°17'15" E	129.40'
L29	S 87°17'19" E	26.96'
L30	S 62°16'23" E	71.74'
L31	S 24°20'23" W	89.96'
L32	S 58°30'40" E	72.45'
L33	N 71°45'30" E	83.45'
L34	S 06°07'33" W	63.27'
L35	S 47°18'44" E	44.87'
L36	N 78°28'15" E	35.18'
L37	S 13°43'25" E	35.38'
L38	N 67°29'10" E	36.97'
L39	S 32°27'14" E	66.05'
L40	S 23°35'31" E	48.37'
L41	S 08°15'57" E	60.57'
L42	S 25°43'43" E	55.06'
L43	S 20°48'20" E	71.57'
L44	N 83°23'58" E	46.72'
L45	S 76°56'36" E	36.10'
L46	S 38°04'29" E	62.34'
L47	S 70°41'34" E	53.65'
L48	N 34°43'31" E	36.92'
L49	S 29°22'34" E	45.74'
L50	S 85°17'40" E	38.47'
L51	N 24°15'06" W	29.15'
L52	N 63°07'28" E	78.02'
L53	N 79°55'52" E	89.01'
L54	S 62°49'08" E	28.18'
L55	S 10°01'45" E	43.35'
L56	S 09°12'05" W	78.45'
L57	S 29°21'47" E	4.70'
L58	S 49°55'02" W	69.29'
L59	S 88°38'43" W	85.55'
L60	S 42°32'21" E	90.47'
L61	S 56°47'16" E	118.28'
L62	S 12°41'34" E	170.93'
L63	S 04°29'29" E	99.84'
L64	S 06°07'33" W	95.83'
L65	S 81°38'25" W	53.42'
L66	N 68°56'47" W	34.37'
L67	N 06°14'49" W	33.20'
L68	S 78°25'05" E	44.48'
L69	N 43°26'05" W	40.31'
L70	S 57°09'40" W	45.72'
L71	N 82°58'51" W	22.40'
L72	S 28°35'12" W	47.87'
L73	N 54°12'45" W	53.69'
L74	S 89°14'46" W	80.77'
L75	N 33°14'01" W	61.01'
L76	N 09°59'06" W	62.83'
L77	N 79°39'58" E	43.39'
L78	N 53°36'53" W	27.68'
L79	N 09°17'04" W	56.99'
L80	N 57°58'21" W	83.12'
L81	N 52°24'09" W	55.84'
L82	N 71°49'05" E	101.43'
L83	S 69°41'31" E	41.79'
L84	S 64°34'44" E	81.76'
L85	S 88°00'08" E	83.56'
L86	S 57°44'13" E	114.95'
L87	N 80°74'51" E	119.45'
L88	N 31°58'24" E	15.01'
L89	N 46°13'42" E	32.66'
L90	N 76°22'30" E	22.11'
L91	N 80°29'01" E	36.83'
L92	S 38°15'16" E	52.51'
L93	S 34°52'04" E	39.95'
L94	S 09°39'17" E	92.92'
L95	S 53°14'44" W	39.69'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	60°25'30"	50.00'	52.73'	N 19°42'17" E	50.32'
C2	102°44'58"	50.00'	89.67'	S 89°49'09" W	78.12'
C3	32°38'05"	50.00'	28.04'	N 48°31'17" W	27.68'
C4	114°22'03"	50.00'	99.80'	N 51°03'29" W	84.04'
C5	86°46'16"	50.00'	75.72'	N 18°53'15" W	68.69'
C6	59°48'19"	50.00'	52.19'	S 64°28'36" W	48.85'
C7	75°30'52"	50.00'	65.90'	N 43°52'59" E	61.23'
C8	124°31'14"	50.00'	108.40'	S 09°42'28" W	88.39'
C9	38°24'42"	50.00'	33.52'	N 89°36'34" W	32.90'
C10	68°26'33"	50.00'	57.88'	N 23°35'59" E	54.79'
C11	03°12'27"	1031.47'	57.74'	N 72°27'52" W	57.74'

**GANUNG - BELTON ASSOCIATES, INC.**  
 professional surveyors and mappers  
 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656  
 R. Clayton Ganung P.S.M. No. 4236 LB No. 7194

**FLOOD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

Polk County Parkway  
 limited access right-of-way (right-of-way varies)  
 State Road No. 570

(Note)  
 $\Delta = 124°03'15"$   
 $R = 1031.47'$   
 $L = 2233.29'$   
 Chord Bearing =  
 $S 89°11'17" W$   
 Chord = 1821.92'

# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East

City of Polk City, Polk County, Florida

## PRELIMINARY PLAT

### Legal Description

A portion of Section 6, Township 27 South, Range 25 East, City of Polk City, Polk County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of Tract H, FOUNTAIN PARK – PHASE 1, according to the plat thereof, as recorded in Plat Book 146, Pages 7 through 11, Public Records of Polk County, Florida; thence northeasterly, along the easterly line of said plat of FOUNTAIN PARK – PHASE 1, the following courses and distances: run N 60°06'35" W, a distance of 93.28 feet; thence run N 40°03'19" W, a distance of 91.67 feet; thence run N 16°19'29" W, a distance of 91.78 feet; thence run N 00°02'13" W, a distance of 129.11 feet; thence run N 06°45'54" W, a distance of 259.03 feet; thence run N 01°48'44" W, a distance of 11.49 feet; thence run N 87°35'24" E, a distance of 119.35 feet; thence run S 88°23'15" E, a distance of 50.54 feet; thence run S 88°30'21" E, a distance of 158.09 feet; thence run N 81°54'00" E, a distance of 92.40 feet; thence run N 56°40'49" E, a distance of 100.83 feet; thence run N 31°24'27" E, a distance of 91.67 feet; thence run S 70°37'02" E, a distance of 28.41 feet; thence run N 00°04'08" W, a distance of 289.21 feet; thence run N 20°02'48" E, a distance of 58.01 feet; thence run N 37°47'56" E, a distance of 79.24 feet; thence run N 61°18'22" E, a distance of 79.65 feet; thence run S 88°28'50" E, a distance of 218.49 feet; thence run N 18°15'54" E, a distance of 137.25 feet; thence run N 11°47'33" E, a distance of 163.07 feet; thence run N 07°36'28" E, a distance of 98.22 feet; thence run N 09°03'58" W, a distance of 143.08 feet to a point on the southerly maintained right-of-way line of Mount Olive Road as recorded in Map Book I, Pages 179 through 181, Public Records of Polk County, Florida; thence along the southerly and westerly maintained right-of-way line of said Mount Olive Road the following courses and distances: run N 80°58'54" E, a distance of 61.86 feet; thence run N 80°45'09" E, a distance of 100.00 feet; thence run N 81°09'12" E, a distance of 100.00 feet; thence run N 77°46'33" E, a distance of 100.14 feet; thence run N 84°07'45" E, a distance of 100.17 feet; thence run N 81°43'35" E, a distance of 100.01 feet; thence run N 80°24'31" E, a distance of 100.00 feet; thence run N 81°26'24" E, a distance of 100.01 feet; thence run N 80°41'42" E, a distance of 100.00 feet; thence run N 80°34'50" E, a distance of 100.00 feet; thence run N 81°40'09" E, a distance of 100.01 feet; thence run S 89°47'54" E, a distance of 70.89 feet; thence run S 57°04'20" E, a distance of 100.37 feet; thence run S 51°59'06" E, a distance of 100.00 feet; thence run S 53°07'51" E, a distance of 100.01 feet; thence run S 52°16'18" E, a distance of 100.00 feet; thence run S 52°19'44" E, a distance of 100.00 feet; thence run S 52°40'21" E, a distance of 100.00 feet; thence run S 52°09'25" E, a distance of 100.00 feet; thence run S 52°40'21" E, a distance of 100.00 feet; thence run S 52°26'36" E, a distance of 100.83 feet to a point on the north line of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run N 89°47'41" W, along the north line of the Southwest 1/4 of the Southeast 1/4 of said Section 6, a distance of 46.97 feet to a point on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run S 89°56'25" W, along on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 295.03 feet to a point on the west line of the East 295.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run S 00°50'51" E, along the west line of the East 295.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 495.05 feet to a point on the south line of the North 495.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run N 89°56'25" E, along the south line of the North 495.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 295.03 feet to a point on the south line of the North 495.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run S 89°47'41" E, along the south line of the North 495.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 488.36 feet to a point on the aforementioned westerly maintained right-of-way line of Mount Olive Road; thence along said westerly maintained right-of-way line the following courses and distances: run S 43°42'57" E, a distance of 255.15 feet; thence run S 43°06'50" E, a distance of 173.40 feet to a point on the northerly line of right-of-way taking Parcel 123, Section 16320-2436, State Road 400 (I-4); thence southeasterly, along the northerly and westerly lines of said Parcel 123, the following courses and distances: run S 47°06'50" W, a distance of 28.91 feet; thence run S 42°53'05" E, a distance of 482.77 feet; thence run S 37°52'19" E, a distance of 482.77 feet; thence run S 37°52'19" E, a distance of 150.28 feet to a point on the north line of the South 26.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence run S 89°53'53" W, along the north line of the South 26.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 6, a distance of 1,170.87 feet to a point on the north line of the South 26.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence run S 89°57'47" W, along the north line of the South 26.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 6, a distance of 68.53 feet to a point on the northerly limited access right-of-way line of the Polk County Parkway (State Road No. 570); said point being a point on a non-tangent curve, concave southerly, having a radius of 1,031.47 feet; thence westerly, along said northerly limited access right-of-way line, the following three (3) courses and distances: on a chord bearing of S 89°11'17" W and a chord distance of 1,821.92 feet, run westerly, along the arc of said curve, a distance of 2,233.29 feet, through a central angle of 124°03'15" to a point; thence run S 89°53'33" W, a distance of 458.42 feet; thence run S 02°31'12" W, a distance of 0.79 feet to a point on the south line of the Southwest 1/4 of the Southwest 1/4 of said Section 6; thence run S 89°57'47" W, along the south line of the Southwest 1/4 of the Southwest 1/4 of said Section 6, a distance of 267.26 feet to the POINT OF BEGINNING.

Containing 85.74 acres, more or less.

### Surveyor's Notes:

1. Bearings are based on an assumed bearing of N 89°57'47" E along the south line of the Southwest 1/4 of Section 6, Township 27 South, Range 25 East.

2. All lot lines are radial unless otherwise noted as NR (non-radial).

3. Based on scaling of the Flood Insurance Rate map, the lands described herein fall within Flood Zones "AE" and "X" per F.I.R.M. Map Panel No. 12105C0190G, dated December 22, 2016. The Flood Insurance Rate Map is not a survey and no responsibility is taken for the accuracy of said map.

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4. The following tracts and easements are hereby dedicated to and shall be maintained by the Fountain Park Homeowners Association.

- Tracts "A" (Private Right-of-Way)
- Tract "B" (Wall / Fence / Landscape / Open Space)
- Tract "C" (Drainage / Open Space)
- Tract "E" (Stormwater)
- Tracts "F" and "G" (Wetland / Upland Buffer)
- Drainage Easements

5. Development rights to and a drainage easement over all of Tracts "F" and "G" are dedicated to Polk City, Florida. No construction, clearing, grading or alterations to Tracts "F" and "G" are permitted without prior approval of Polk City and all other applicable jurisdictional agencies.

6. The Association, (as defined above and in the Dedication hereon), shall be responsible for the maintenance, including maintenance of vegetation growth, in the rights-of-way, drainage swales, drainage easements and drainage easement swales.

7. Tract "D" is a Future Development Tract and shall be owned and maintained by PULTE HOME COMPANY, LLC, its successors and /or assigns.

8. Utilization of lands within this plat are further limited and restricted by the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Fountain Park, Florida, as it may be amended from time to time ("Master Declaration").

9. Maintenance of design function of the storm water management system and maintenance of vegetation growth in the drainage easements and rights-of-way is the responsibility of Fountain Park Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association") and shall not be maintained by public funds. The Association shall maintain and operate the storm water management system within the lands described in this plat in accordance with the permit issued by the Southwest Florida Management District.

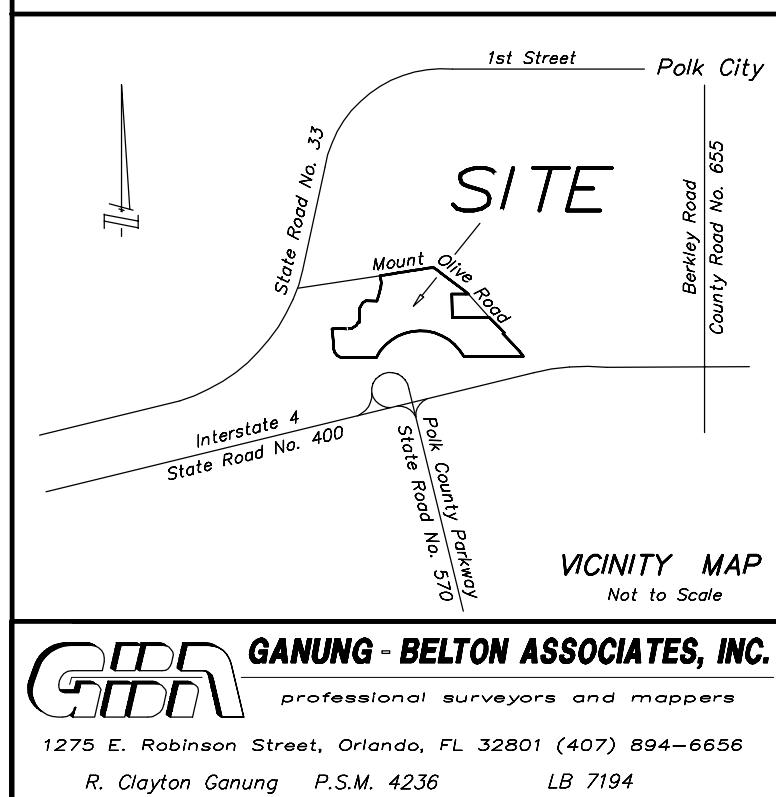
10. Lands in the vicinity of the drainage easements and retention areas may be subject to standing water when conditions decrease the rate of percolation and drainage run-off.

11. Except as otherwise shown on this plat, there shall be a non-exclusive 12.00 foot wide drainage and utility easement area along all front lot lines and adjacent to all rights-of-way and a non-exclusive 5.00 foot wide utility easement area along each side and rear lot line. The platted utility easements shown hereon are easements in favor of utilities providers for the purpose of constructing, operating, maintaining, repairing and replacing their respective facilities servicing the lands encompassed by this plat.

12. All platted utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, television, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages pursuant to Section 177.091(28), Florida Statutes.

13. The owner has bonded the setting of the individual lot corners pursuant to existing platting requirements. No individual lot corners were set prior to the recording of this plat.

14. Coordinate basis is the West Zone of the Florida State Plane Coordinate System, NAD83 (1999) and are based on Horizontal Control Points.



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF SURVEYOR**  
I hereby certify that this plat is a true and correct representation of the lands as surveyed under my responsible direction and supervision and that the survey data complies with all of the requirements of Chapter 177, Florida Statutes and that permanent reference monuments and permanent control points have been set in accordance with the requirements of said Chapter 177.

\_\_\_\_\_  
Date

\_\_\_\_\_  
R. CLAYTON GANUNG, P.L.S.  
FLORIDA REGISTRATION NUMBER 4236  
GANUNG-BELTON ASSOCIATES, INC.  
FLORIDA REGISTRATION NUMBER LB 7194

**CLERK OF THE CIRCUIT COURT**  
STATE OF FLORIDA COUNTY OF POLK  
I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that this plat has been accepted for recording this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Clerk of the Circuit Court

**CITY SURVEYOR**  
This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177, Florida Statutes, relating to the making of maps and plats.

\_\_\_\_\_  
City Surveyor & Registration Number

\_\_\_\_\_  
Print Name

**ACKNOWLEDGMENT**  
STATE OF FLORIDA COUNTY OF POLK  
I HEREBY CERTIFY the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, Vice-President of Land and Entitlement \_\_\_\_\_ of PULTE HOME COMPANY, LLC, a Michigan limited liability company on behalf of the company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

**APPROVALS**  
STATE OF FLORIDA COUNTY OF POLK  
CITY OF POLK CITY  
CITY CLERK  
This plat of FOUNTAIN PARK – PHASE 2 is hereby approved by the City Clerk for the City of Polk City this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name

CITY ENGINEER  
This plat of FOUNTAIN PARK – PHASE 2 is hereby approved by the City of Polk City Engineer this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Consulting City Engineer

\_\_\_\_\_  
Print Name

PLANNING DIVISION  
This plat of FOUNTAIN PARK – PHASE 2 is hereby approved by the City of Polk City Planning Division this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Chairman of the Planning Commission

\_\_\_\_\_  
Print Name

CITY OF POLK CITY  
This plat of FOUNTAIN PARK – PHASE 2 is hereby approved by the City of Polk City Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

**CITY SURVEYOR**  
This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177, Florida Statutes, relating to the making of maps and plats.

\_\_\_\_\_  
City Surveyor & Registration Number

\_\_\_\_\_  
Print Name



# FOUNTAIN PARK - PHASE 2

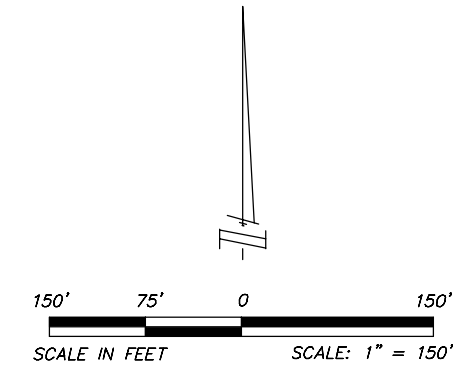
Situated in Section 6, Township 27 South, Range 25 East

City of Polk City, Polk County, Florida

PLAT  
BOOK

PAGE

SHEET 2 OF 5

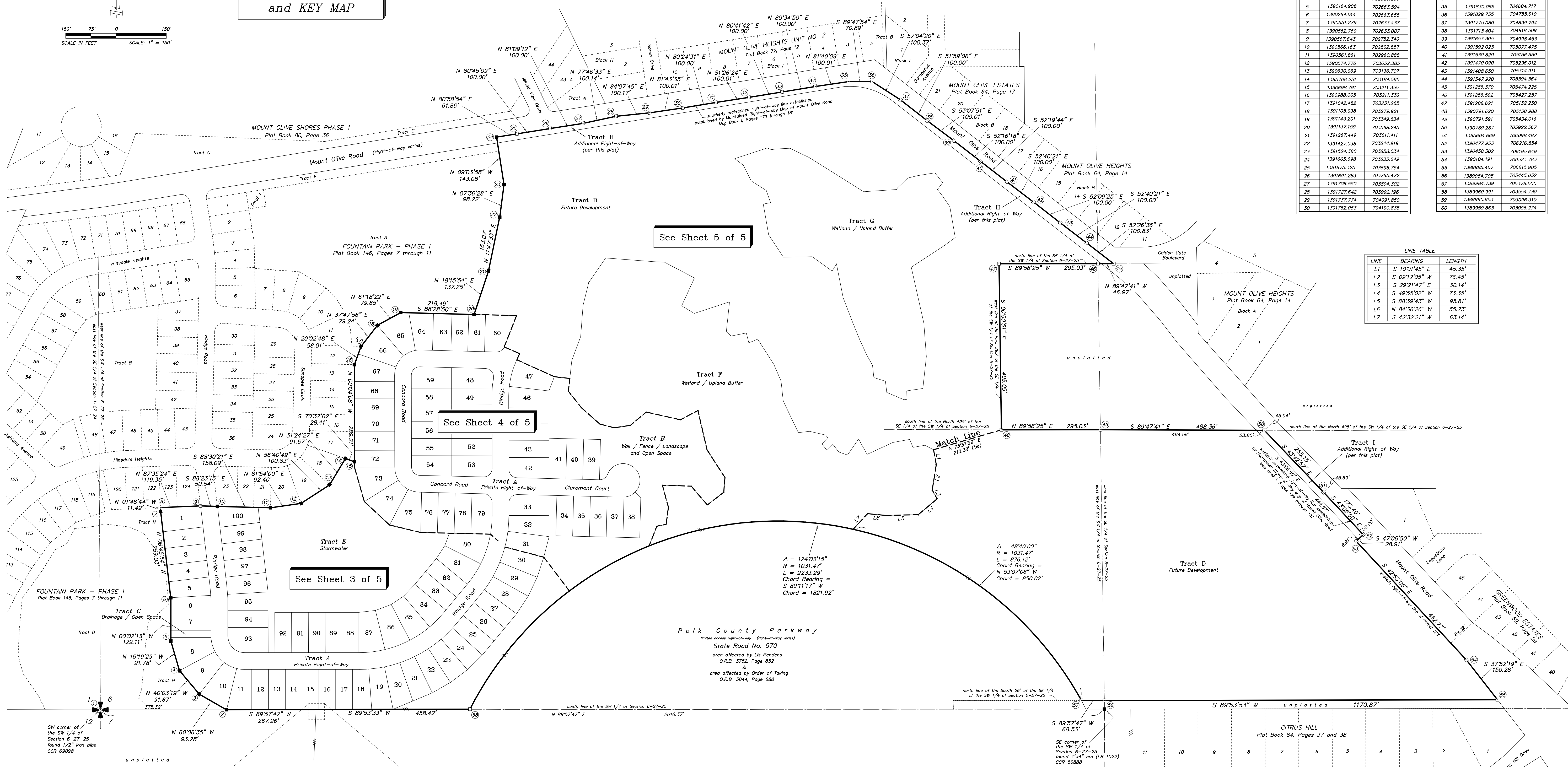


OVERALL BOUNDARY  
and KEY MAP

COORDINATE TABLE		
No.	NORTHING	EASTING
1	1390860.180	702453.700
2	1390869.905	702529.017
3	1390906.571	702748.200
4	1390976.802	702689.290
5	1390164.908	702663.594
6	1390294.014	702663.658
7	1390251.279	702633.437
8	1390562.760	702633.087
9	1390567.643	702752.340
10	1390566.163	702802.857
11	1390561.861	702960.888
12	1390574.776	703052.385
13	1390530.069	703136.707
14	1390708.251	703184.565
15	1390698.791	703211.355
16	1390698.025	703271.336
17	1391042.422	703231.285
18	1391105.038	703279.821
19	1391143.201	703349.834
20	1391137.159	703568.245
21	1391267.449	703611.411
22	1391427.036	703644.919
23	1391524.380	703658.034
24	1391655.685	703635.649
25	1391675.325	703696.754
26	1391691.283	703795.472
27	1391706.550	703894.302
28	1391727.642	703992.196
29	1391737.774	704091.850
30	1391752.053	704190.838

COORDINATE TABLE		
No.	NORTHING	EASTING
31	1391768.603	704289.462
32	1391783.376	704388.371
33	1391799.433	704487.073
34	1391815.687	704585.744
35	1391830.065	704684.717
36	1391829.735	704755.610
37	1391778.080	704839.794
38	1391713.404	704918.509
39	1391633.305	704999.453
40	1391592.023	705072.475
41	1391510.820	705156.559
42	1391470.090	705236.012
43	1391408.650	705314.911
44	1391347.920	705394.364
45	1391286.370	705474.225
46	1391266.592	705493.257
47	1391286.621	705523.230
48	1390791.620	705138.988
49	1390791.591	705434.016
50	1390789.287	705922.367
51	1390604.669	706098.487
52	1390477.953	706216.854
53	1390408.302	706195.649
54	1390104.101	706323.783
55	1389985.457	706615.905
56	1389984.705	705445.032
57	1389984.739	705376.500
58	1389980.991	705354.730
59	1389980.653	705396.310
60	1389999.863	705396.274

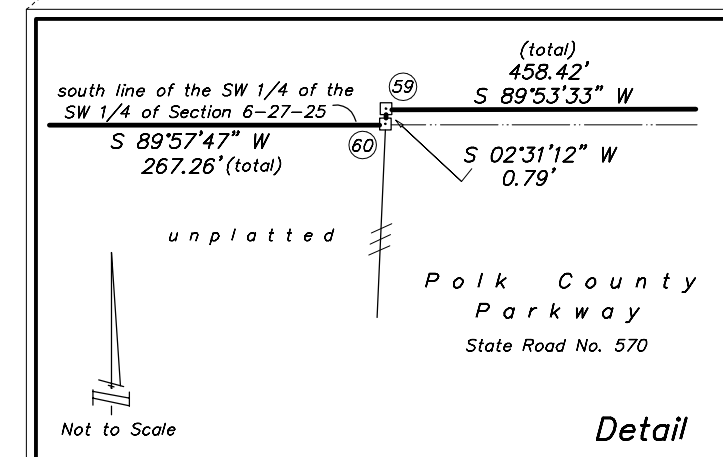
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 10°11'45" E	45.35'
L2	S 09°12'05" E	76.45'
L3	S 29°21'47" E	30.14'
L4	S 49°55'02" W	73.35'
L5	S 86°39'43" W	95.81'
L6	W 84°36'26" W	55.73'
L7	S 42°32'21" W	63.14'



See Sheet 3 of 5

See Sheet 4 of 5

See Sheet 5 of 5



- Legend**
- L = arc length
  - Δ = central angle
  - R = radius or radial
  - NR = non-radial
  - ⊖ = centerline
  - ± = more or less
  - pt = point of tangency
  - pc = point of curvature
  - pi = point of intersection
  - pcc = point on curve
  - O.R.B. = Official Records Book
  - D.E. = Drainage Easement
  - L.S. = Licensed Surveyor
  - = Limited Access Right-of-Way Line
  - CCR = Certified Corner Record
  - ⊙ = State Plane Coordinate point number
  - cm = concrete monument
  - = set nail & disk (PCP LB 7194)
  - = indicates permanent reference monument set 4"x4" concrete monument (PRM LB 7194)
  - = indicates permanent reference monument found 4"x4" concrete monument (PRM LB 7194) (unless noted otherwise)
  - = Lines are radial unless otherwise shown

**FLOOD HAZARD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

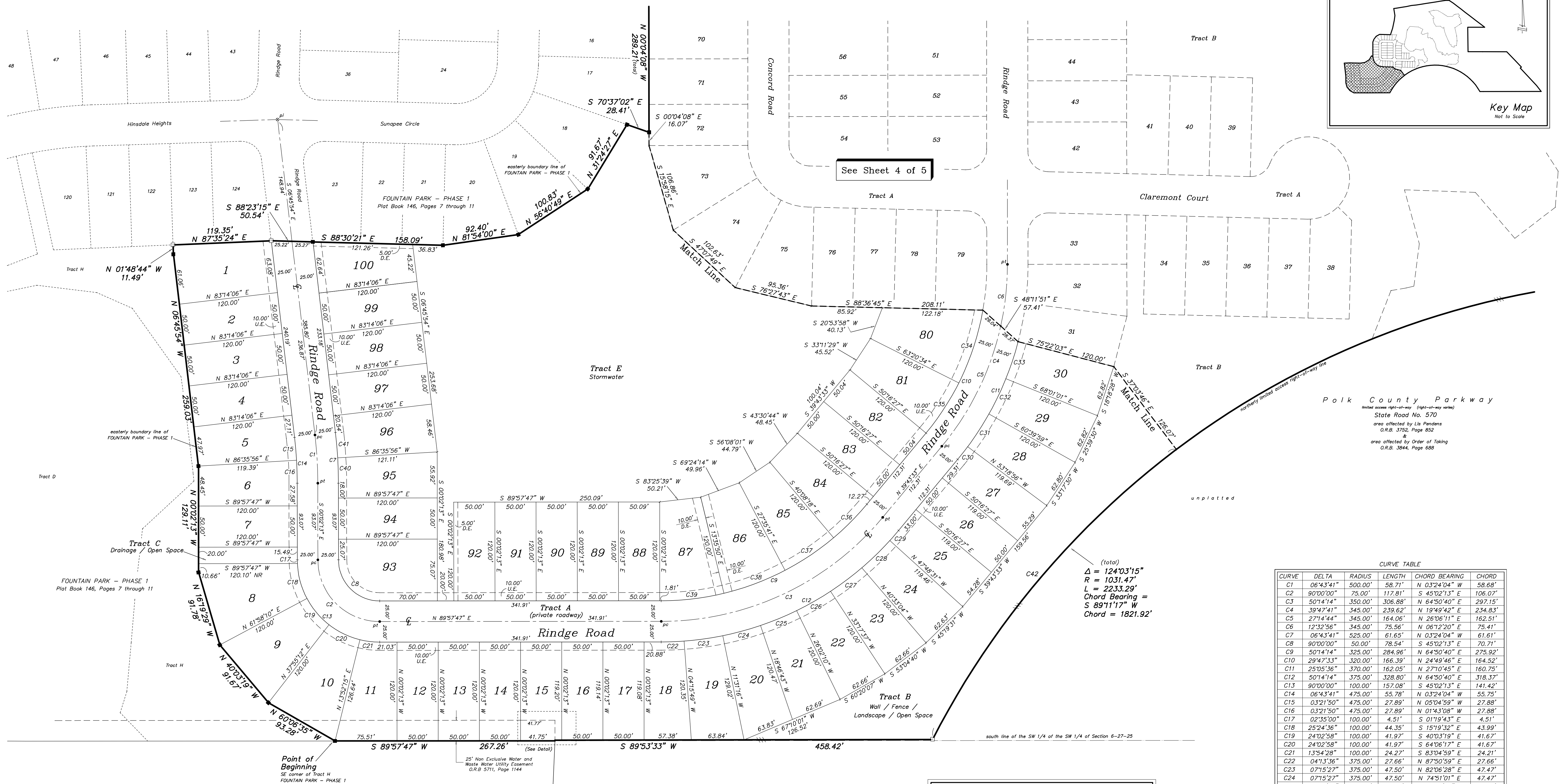
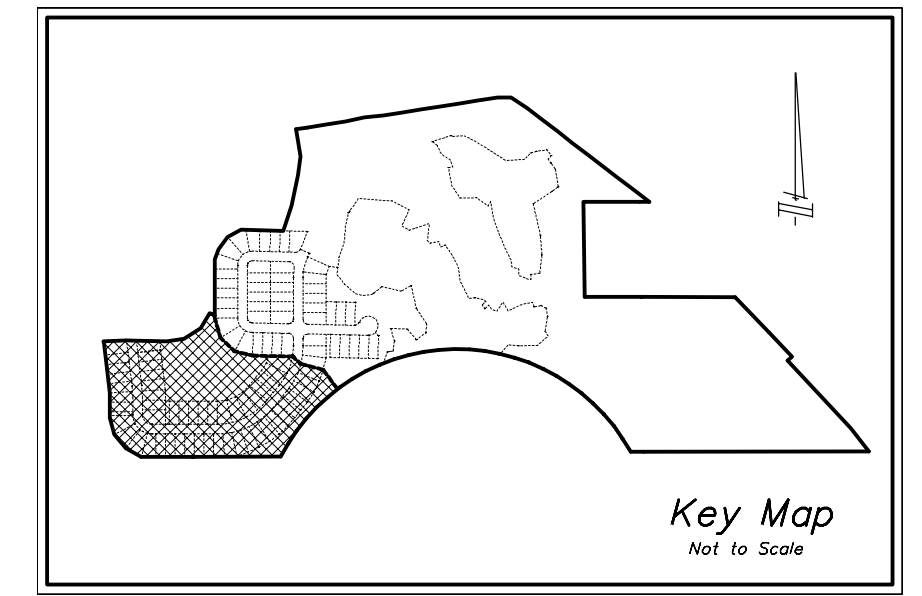
# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East  
City of Polk County, Polk County, Florida

PLAT  
BOOK

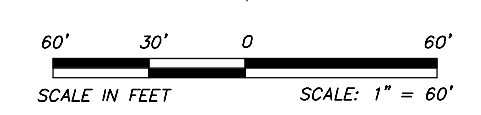
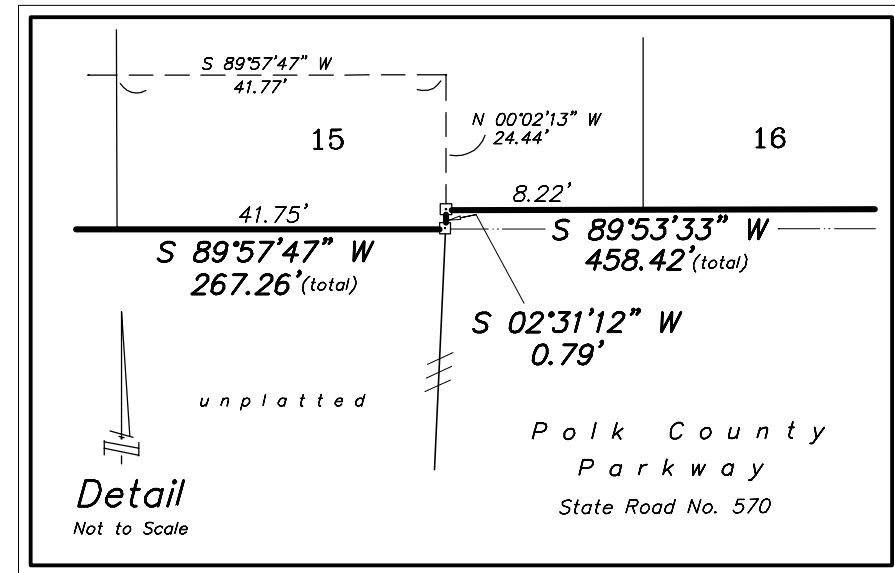
PAGE

SHEET 3 OF 5



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	06°43'41"	500.00'	58.71'	N 03°24'04" W	58.68'
C2	90°00'00"	75.00'	117.81'	S 45°02'13" E	106.07'
C3	50°14'14"	350.00'	306.88'	N 64°50'40" E	297.15'
C4	39°47'41"	345.00'	239.62'	N 19°49'42" E	234.83'
C5	27°14'44"	345.00'	164.06'	N 26°06'11" E	162.51'
C6	12°32'56"	345.00'	75.56'	N 06°12'20" E	75.41'
C7	06°43'41"	525.00'	61.65'	N 03°24'04" W	61.61'
C8	90°00'00"	50.00'	78.54'	S 45°02'13" E	70.71'
C9	50°14'14"	325.00'	284.96'	N 64°50'40" E	275.92'
C10	29°47'33"	320.00'	166.39'	N 24°49'46" E	164.52'
C11	25°05'36"	370.00'	162.05'	N 27°10'45" E	160.75'
C12	50°14'14"	375.00'	328.80'	N 64°50'40" E	318.37'
C13	90°00'00"	100.00'	157.08'	S 45°02'13" E	141.42'
C14	06°43'41"	475.00'	55.78'	N 03°24'04" W	55.75'
C15	03°21'50"	475.00'	27.89'	N 05°04'59" W	27.88'
C16	03°21'50"	475.00'	27.89'	N 01°43'08" W	27.88'
C17	02°35'00"	100.00'	4.51'	S 01°19'43" E	4.51'
C18	29°24'36"	100.00'	44.35'	S 15°19'32" E	43.99'
C19	24°02'58"	100.00'	41.97'	S 40°31'19" E	41.67'
C20	24°02'58"	100.00'	41.97'	S 64°06'17" E	41.67'
C21	13°54'28"	100.00'	24.27'	S 83°04'59" E	24.21'
C22	04°13'36"	375.00'	27.66'	N 87°50'59" E	27.66'
C23	07°15'27"	375.00'	47.50'	N 82°06'28" E	47.47'
C24	07°15'27"	375.00'	47.50'	N 74°51'01" E	47.47'
C25	07°15'27"	375.00'	47.50'	N 67°35'34" E	47.47'
C26	07°15'27"	375.00'	47.50'	N 60°20'07" E	47.47'
C27	07°15'27"	375.00'	47.50'	N 53°04'40" E	47.47'
C28	07°15'27"	375.00'	47.50'	N 45°49'13" E	47.47'
C29	02°27'57"	375.00'	16.14'	N 40°57'31" E	16.14'
C30	03°02'29"	370.00'	19.64'	N 38°21'18" E	19.64'
C31	07°21'02"	370.00'	47.47'	N 33°00'33" E	47.44'
C32	07°21'02"	370.00'	47.47'	N 25°39'30" E	47.44'
C33	07°21'02"	370.00'	47.47'	N 18°18'28" E	47.44'
C34	16°43'26"	320.00'	93.40'	N 18°17'43" E	93.07'
C35	13°04'07"	320.00'	72.99'	N 33°11'29" E	72.83'
C36	10°08'10"	325.00'	57.49'	N 44°47'37" E	57.42'
C37	12°32'36"	325.00'	71.15'	N 56°08'01" E	71.01'
C38	13°59'51"	325.00'	79.40'	N 69°24'14" E	79.20'
C39	13°33'37"	325.00'	76.92'	N 83°10'59" E	76.74'
C40	03°21'50"	525.00'	30.82'	N 01°43'08" W	30.82'
C41	03°21'50"	525.00'	30.82'	N 05°04'59" W	30.82'

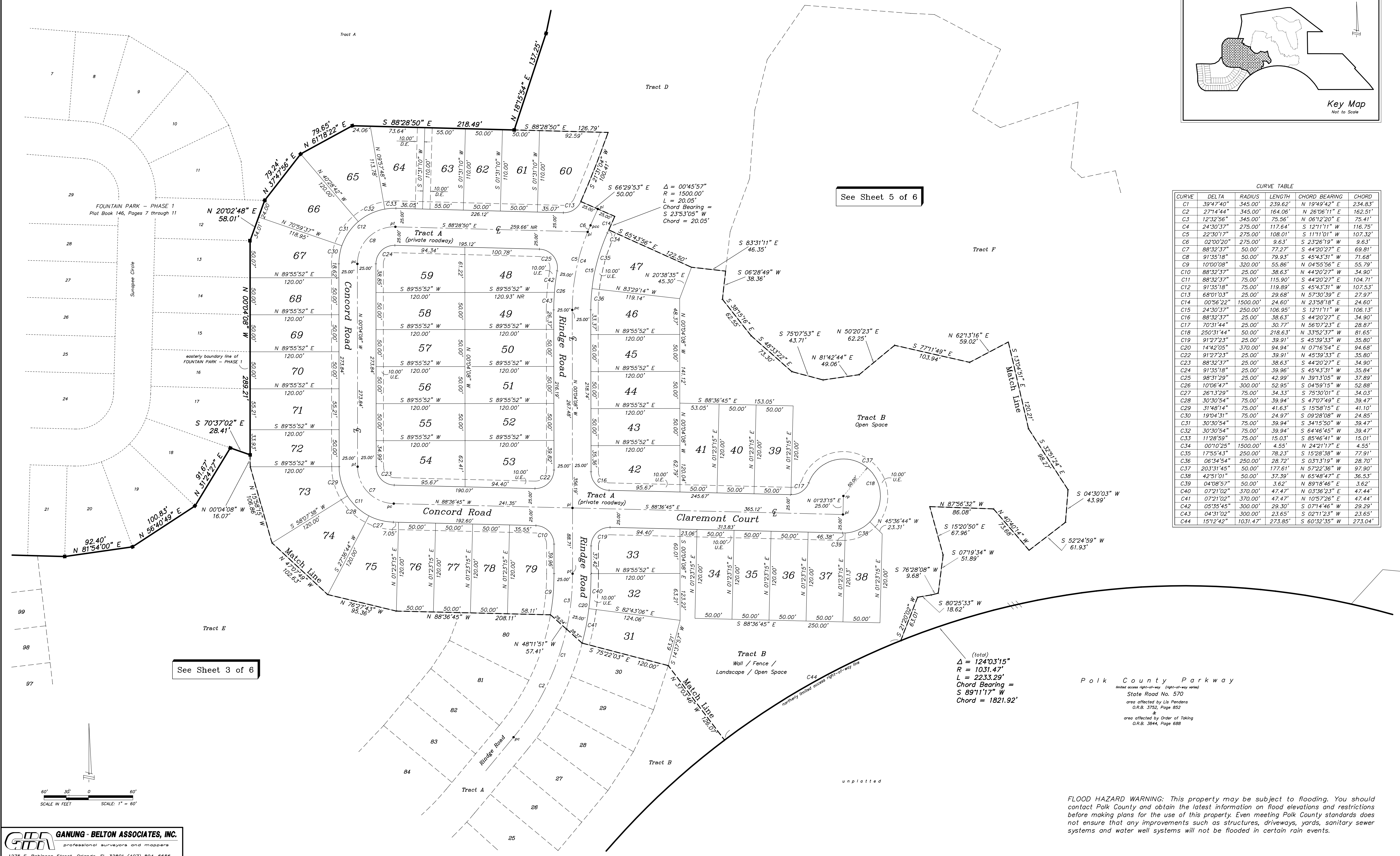
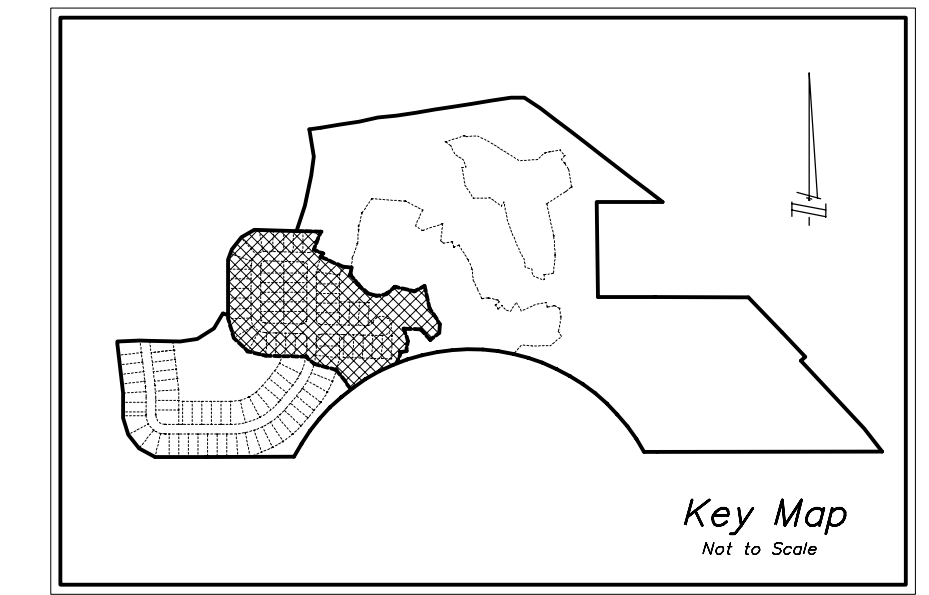


FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

# FOUNTAIN PARK - PHASE 2

Situated in Section 6, Township 27 South, Range 25 East

City of Polk City, Polk County, Florida



See Sheet 5 of 6

See Sheet 3 of 6

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	39°47'40"	345.00'	239.62'	N 19°49'42" E	234.83'
C2	27°14'44"	345.00'	164.06'	N 26°06'11" E	162.51'
C3	12°32'56"	345.00'	75.56'	N 06°12'20" E	75.41'
C4	24°30'37"	275.00'	117.64'	S 12°11'11" W	116.75'
C5	22°30'17"	275.00'	108.01'	S 11°11'01" W	107.32'
C6	02°00'20"	275.00'	9.63'	S 23°26'19" W	9.63'
C7	88°32'37"	50.00'	77.27'	S 44°20'27" E	69.81'
C8	91°35'18"	50.00'	79.93'	S 45°43'31" E	71.68'
C9	10°00'08"	320.00'	55.86'	N 04°55'56" E	55.79'
C10	88°32'37"	25.00'	38.63'	N 44°20'27" W	34.90'
C11	88°32'37"	75.00'	115.90'	S 44°20'27" E	104.71'
C12	91°35'18"	75.00'	119.89'	S 45°43'31" W	107.53'
C13	68°01'03"	25.00'	29.68'	N 57°30'39" E	27.97'
C14	00°56'22"	1500.00'	24.60'	N 23°58'18" E	24.60'
C15	24°30'37"	250.00'	106.95'	S 12°11'11" W	106.13'
C16	88°32'37"	25.00'	38.63'	S 44°20'27" E	34.90'
C17	70°31'44"	25.00'	30.77'	N 56°07'23" E	28.87'
C18	250°31'44"	50.00'	218.63'	N 33°52'37" W	81.65'
C19	91°35'18"	25.00'	39.91'	S 45°38'33" W	35.80'
C20	14°42'05"	370.00'	94.94'	N 07°16'54" E	94.68'
C21	91°35'18"	25.00'	39.91'	N 45°39'33" E	35.80'
C22	88°32'37"	25.00'	38.63'	S 44°20'27" E	34.90'
C23	91°35'18"	25.00'	39.96'	S 45°43'31" W	35.84'
C24	98°31'29"	25.00'	42.99'	N 39°13'05" W	37.89'
C25	10°06'47"	300.00'	52.95'	S 04°59'15" W	52.88'
C26	26°13'29"	75.00'	34.33'	S 75°30'01" E	34.03'
C27	30°30'54"	75.00'	39.94'	S 47°07'49" E	39.47'
C28	31°48'14"	75.00'	41.63'	S 15°58'15" E	41.10'
C29	19°04'31"	75.00'	24.97'	S 09°28'08" W	24.85'
C30	30°30'54"	75.00'	39.94'	S 34°15'50" W	39.47'
C31	30°30'54"	75.00'	39.94'	S 64°46'45" W	39.47'
C32	11°28'59"	75.00'	15.03'	S 85°46'41" W	15.01'
C33	00°10'25"	1500.00'	4.55'	N 24°21'17" E	4.55'
C34	17°55'43"	250.00'	78.23'	S 15°28'38" W	77.91'
C35	06°34'54"	250.00'	28.72'	S 03°13'19" W	28.70'
C36	20°31'45"	50.00'	177.61'	N 57°22'36" W	97.90'
C37	42°51'01"	50.00'	37.39'	N 65°48'47" E	36.53'
C38	04°08'57"	50.00'	3.62'	N 89°18'46" E	3.62'
C39	07°21'02"	370.00'	47.47'	N 03°36'23" E	47.44'
C40	05°35'45"	300.00'	29.30'	S 07°14'46" W	29.29'
C41	04°31'02"	300.00'	23.65'	S 02°11'23" W	23.65'
C42	15°12'42"	1031.47'	273.85'	S 60°32'35" W	273.04'

(total)  
 $\Delta = 124°03'15"$   
 $R = 1031.47'$   
 $L = 2233.29'$   
 Chord Bearing =  
 $S 89°11'17" W$   
 Chord = 1821.92'

Polk County Parkway  
Match Line  
 State Road No. 570  
 area affected by L.R. Pendens  
 O.R.B. 3752, Page 852  
 area affected by Order of Taking  
 O.R.B. 3844, Page 688

FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

# FOUNTAIN PARK - PHASE 2

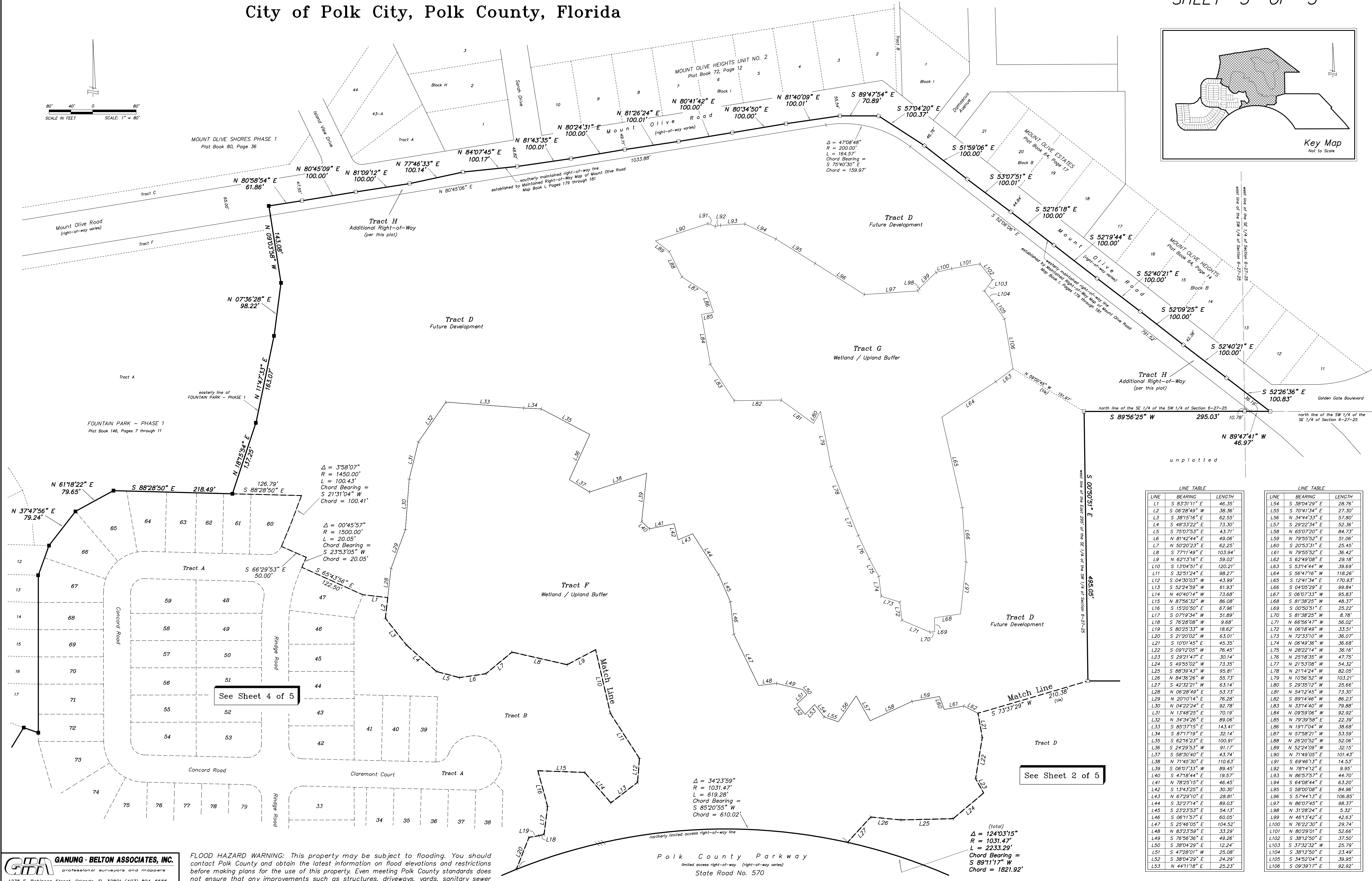
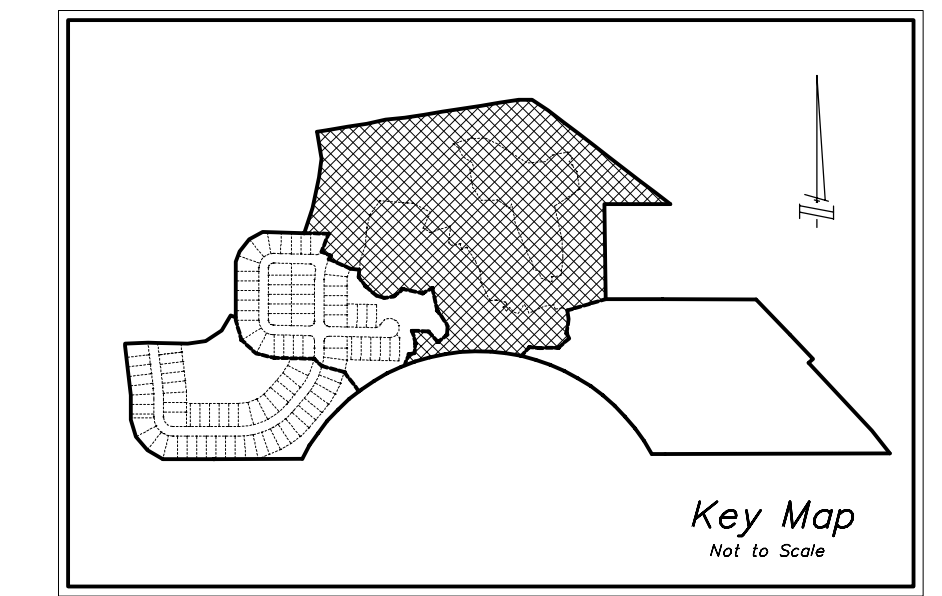
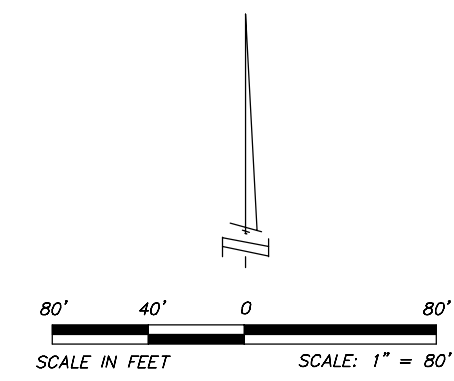
Situated in Section 6, Township 27 South, Range 25 East

City of Polk City, Polk County, Florida

PLAT  
BOOK

PAGE

SHEET 5 OF 5



See Sheet 4 of 5

See Sheet 2 of 5

LINE TABLE

LINE	BEARING	LENGTH
L1	S 83°31'11" E	46.35'
L2	S 06°28'49" W	38.36'
L3	S 38°15'16" E	62.55'
L4	S 48°33'22" E	73.30'
L5	S 75°07'33" E	43.71'
L6	N 81°42'44" E	49.06'
L7	N 50°20'23" E	62.25'
L8	S 72°11'49" E	103.94'
L9	N 62°13'16" E	59.02'
L10	S 13°04'51" E	120.21'
L11	S 32°51'24" E	98.27'
L12	S 04°30'03" W	43.99'
L13	S 52°24'59" W	61.93'
L14	N 40°40'14" W	73.68'
L15	N 87°56'32" W	86.08'
L16	S 15°20'50" E	67.96'
L17	S 07°19'34" W	51.89'
L18	S 76°28'08" W	9.68'
L19	S 80°25'33" W	18.62'
L20	S 21°20'02" W	63.01'
L21	S 10°01'48" E	45.35'
L22	S 09°12'05" W	76.45'
L23	S 29°21'47" E	30.14'
L24	S 49°55'02" W	73.35'
L25	S 88°39'43" W	95.81'
L26	N 84°36'26" W	55.73'
L27	S 42°32'21" W	63.14'
L28	N 06°28'49" E	53.73'
L29	N 20°10'14" E	76.28'
L30	N 04°22'24" E	92.78'
L31	N 13°48'25" E	70.19'
L32	N 34°34'26" E	89.06'
L33	S 85°37'15" E	143.41'
L34	S 87°17'19" E	32.14'
L35	S 62°16'23" E	100.91'
L36	S 24°29'53" W	91.17'
L37	S 58°30'40" E	43.74'
L38	N 71°45'30" E	110.63'
L39	S 06°07'33" W	89.45'
L40	S 47°18'44" E	19.57'
L41	N 78°25'15" E	46.45'
L42	S 13°43'25" E	30.30'
L43	N 67°29'10" E	28.81'
L44	S 32°27'14" E	89.03'
L45	S 23°23'53" E	54.13'
L46	S 06°11'57" E	60.05'
L47	S 25°46'05" E	104.52'
L48	N 83°23'59" E	33.29'
L49	S 76°56'36" E	49.26'
L50	S 38°04'29" E	12.24'
L51	S 47°28'01" W	23.08'
L52	S 38°04'29" E	24.29'
L53	N 44°11'08" E	25.23'

LINE TABLE

LINE	BEARING	LENGTH
L54	S 38°04'29" E	78.76'
L55	S 70°41'34" E	27.30'
L56	N 34°44'33" E	57.80'
L57	S 29°22'34" E	52.36'
L58	N 65°07'20" E	84.73'
L59	N 79°55'52" E	51.06'
L60	S 20°33'31" E	25.45'
L61	N 79°55'52" E	36.42'
L62	S 62°49'08" E	29.18'
L63	S 53°14'44" W	39.69'
L64	S 56°47'16" W	118.26'
L65	S 12°41'34" E	170.93'
L66	S 04°05'29" E	99.84'
L67	S 06°07'33" W	95.83'
L68	S 81°32'25" W	48.37'
L69	S 00°50'51" E	25.22'
L70	S 81°38'25" W	8.76'
L71	N 66°56'47" W	56.02'
L72	N 06°18'49" W	33.51'
L73	N 72°33'10" W	36.07'
L74	N 06°49'36" W	36.68'
L75	N 28°21'41" W	36.16'
L76	N 25°18'35" W	47.75'
L77	N 21°53'08" W	54.32'
L78	N 21°14'24" W	82.05'
L79	N 10°56'52" W	103.21'
L80	S 29°35'12" W	25.66'
L81	N 54°12'45" W	73.30'
L82	S 59°14'13" E	36.23'
L83	N 33°14'40" E	79.88'
L84	N 09°59'06" W	92.92'
L85	N 79°39'58" E	22.39'
L86	N 19°17'04" W	38.68'
L87	N 57°58'21" W	53.59'
L88	N 26°20'52" W	52.06'
L89	N 52°04'09" W	32.15'
L90	N 71°49'05" E	101.43'
L91	S 69°46'13" E	14.53'
L92	N 78°14'12" E	9.95'
L93	N 86°57'27" E	44.70'
L94	S 64°08'44" E	63.20'
L95	S 58°00'08" E	84.96'
L96	S 57°41'13" E	106.85'
L97	N 86°07'45" E	98.37'
L98	N 31°28'24" E	5.32'
L99	N 46°13'42" E	42.63'
L100	N 76°22'30" E	29.74'
L101	N 80°29'01" E	52.66'
L102	S 38°12'50" E	37.50'
L103	S 37°32'32" W	25.79'
L104	S 38°12'50" E	23.49'
L105	S 34°52'04" E	39.95'
L106	S 09°39'17" E	92.92'

**GABA** GANUNG - BELTON ASSOCIATES, INC.  
 professional surveyors and mappers  
 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656  
 R. Clayton Ganung P.S.M. No. 4236 LB No. 7194

**FLOOD HAZARD WARNING:** This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of this property. Even meeting Polk County standards does not ensure that any improvements such as structures, driveways, yards, sanitary sewer systems and water well systems will not be flooded in certain rain events.

Polk County Parkway  
 limited access right-of-way (right-of-way varies)  
 State Road No. 570

(total)  
 $\Delta = 124°03'15"$   
 $R = 1031.47'$   
 $L = 2233.29'$   
 Chord Bearing =  
 $S 89°11'17" W$   
 Chord = 1821.92'

# PERFORMANCE BOND

## PERFORMANCE BOND for Subdivision Improvements

**Bond Number:** US00083792SU18A

**Project** (As Indicated on the Plat): FOUNTAIN PARK – PHASE 2

KNOW ALL MEN BY THESE PRESENTS:

That PULTE HOME COMPANY, LLC [Developer's name] hereinafter referred to as Principal, and XL Specialty Insurance Company, hereinafter referred to as Surety, are held and firmly bound unto the City Commission of Polk City, Florida, a political subdivision of the State of Florida, hereinafter referred to as City, in the sum of one million seven hundred fifty eight thousand five hundred sixty nine and 09/100 DOLLARS AND 00/100 (\$1,758,569.09), for the payment of which we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has applied to the City for approval of a certain subdivision plat named FOUNTAIN PARK – PHASE 2, hereinafter referred to as Project, and has agreed as a condition of approval of said Project by the City, to furnish a good and sufficient bond to guarantee the proper installation of monuments, water, sewer, drainage, road and other public improvements related to the development of the Project, and required pursuant to the Approved Plans, including, but not limited to, the construction, reconstruction, restoration and repair of all existing and future street paving, shoulders, curbs, storm drains, sidewalks, electric, water and sewer utilities, and all other public improvements required for the Project, hereinafter referred to as the improvements.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully complete the improvements for the Project in accordance with the ordinances and regulations of the City, and according to the Approved Plans, specifications and schedules covering said improvements, and such additions, amendments or alterations as may be made in the Approved Plans, specifications and schedules for such improvements, and shall complete all said improvements within the time specified in the Approved Plans and to the satisfaction of and approval by the City, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event Principal fails or refuses to satisfactorily complete said improvements within 90 days prior to the time prescribed in the Approved Plans, the Principal and Surety jointly and severally agree that the City shall have the right to: vacate all or part of the plat where such improvements have not been completed in accordance with the plans and specifications; construct, reconstruct, restore or repair any such improvements, whether through utilizing county employees and materials or contracting for the completion of said improvements; or in its discretion, permit the Surety to complete said improvements. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay and indemnify to the City, up to the amount of this bond, all costs the City incurs for completing said improvements, for the final and total cost thereof, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's failure or refusal to complete said improvements.

Surety stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this bond, and Surety hereby waives notice of any such changes, extension of time, alteration, addition or deletion to the proposed specific improvements. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Principal and Surety to the full and faithful performance of all improvements in accordance with the Project.

EXECUTED this 24th day of April, 2018.

Principal Name: Pulte Home Company, LLC

Principal Signature:  \_\_\_\_\_  
D. Bryce Langen, VP & Treasurer

Surety Name: XL Specialty Insurance Company

Surety Signature:  \_\_\_\_\_  
Gregory S. Rives, Attorney-in-Fact





Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL 1600057

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

**D. Bryce Langen, Brien O'Meara, Ellen Padesky Maturen, Gregory S. Rives, James Ossowski, James Zeumer, Jean Marusak, Kelly Yoakam, KellyMarie Conlon, Kim Hill, Ross Irwin**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$7,500,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

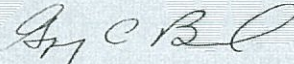
RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

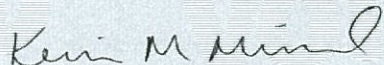
IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 10th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:   
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

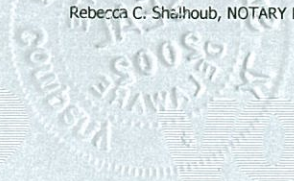
Attest:   
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 10th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Rebecca C. Shalhoub, Notary Public  
Uwchlan Twp., Chester County  
My Commission Expires April 28, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

  
Rebecca C. Shalhoub, NOTARY PUBLIC



**ACKNOWLEDGEMENT BY SURETY**

STATE OF GEORGIA )

)ss.  
COUNTY OF FULTON )

This record was acknowledged before me on April 24, 2018, by Gregory S. Rives as Attorney-in-Fact of XL Specialty Insurance Company, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



*Shirley E. Hutchins*  
*Notary Public State of Georgia*  
*My Commission Expires: March 18, 2022*





**MAINTENANCE BOND FOR MATERIAL AND WORKMANSHIP**

KNOW ALL MEN BY THESE PRESENTS:

BOND NO: \_\_\_\_\_

That we Pulte Home Company, LLC, whose address is 4901 Vineland Road, Suite 500, Orlando, FL 32811, hereinafter referred to as "PRINCIPAL" and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "SURETY" are held and firmly bound unto Polk City, a political subdivision of the State of Florida, whose address is 123 Broadway Boulevard SE, Polk City, Florida 33868, hereinafter referred to as the CITY in the sum of One Hundred Thousand Two Hundred Nineteen and 73/100 (\$100,219.73) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including pavement, curb and gutter, sidewalks, water system, wastewater (sewage) system and drainage system and other appurtenances in that certain subdivision described as Fountain Park Phase 2, a plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Polk County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated October 23, 2017, and filed with Polk City; and

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year from \_\_\_\_\_;

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the CITY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of one (1) year from \_\_\_\_\_, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from CITY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the CITY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the CITY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Address:	<p style="text-align: center;">_____(SEAL) Principal</p>
	<p style="text-align: center;">By: _____, Its _____ (if corporation)</p>
	<p style="text-align: center;">ATTEST: _____, Its _____ (if corporation)</p>
	<p style="text-align: center;">CORPORATE SEAL</p>
	<p style="text-align: center;">_____ Surety</p>
Address:	<p style="text-align: center;">By: _____ Its Attorney-in-Fact</p>
	<p style="text-align: center;">ATTEST: _____</p>

**City Commission Meeting  
May 21, 2018**

**AGENDA ITEM 2: Services Agreement for Financial Reporting Officer/Comptroller**

       INFORMATION ONLY  
  X   ACTION REQUESTED

---

**ISSUE:**

Services Agreement for Financial Reporting Officer/Comptroller with George Cotellis, Jr.

**ATTACHMENTS:**

Contract

**ANALYSIS:**

Each year Polk City Contracts with George Cotellis, Jr. to assist city staff in making the necessary adjustments to provide for year-end closing of the accounting records and preparation of the schedules required to properly prepare the financial statements and related footnotes as well as for supporting documentation for the annual financial statement audit.

Mr. Cotellis also does the preparation of the basic financial statements, required supplementary information, other supplementary information and related footnotes. He will not provide any opinion or form of assurance on these financial statements. The financial statements will be used solely by the City's independent auditors.

He will also provide additional accounting services as requested by management as the need arises.

The amount of the Services Agreement is \$13,600 (last year it was \$14,000)

**STAFF RECOMMENDATION:** The City Commission approve the Financial Reporting Officer/Comptroller Services Agreement with George Cotellis, Jr.

**GEORGE J. COTELLIS, JR.**  
**1203 Candlewood Drive**  
**Lakeland, Florida 33813**  
**(863) 272-4826**

May 14, 2018

Patricia Jackson, City Manager  
Polk City  
123 Broadway Blvd. SE  
Polk City, Florida 33868

**Re: Financial Reporting Officer/Comptroller Services Agreement**

The purpose of this letter is to set forth the understanding of my employment for services as the City's Financial Reporting Officer/Comptroller for the functions listed below to **Polk City, Florida** for the year ended September 30, 2018.

I will:

- Assist City staff in making the necessary adjustments to provide for year-end closing of the accounting records and preparation of the schedules required to properly prepare the financial statements and related footnotes as well as for supporting documentation for the annual financial statement audit.
- Preparation of the basic financial statements, required supplementary information, other supplementary information and related footnotes. I will not provide any opinion or form of assurance on these financial statements. The financial statements will be used solely by the City's independent auditors.
- Provide additional accounting services as requested by management as the need arises.

My services cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. I may inform you of any such matters that come to my attention.

Management's responsibilities include:

- Establishing and maintaining internal control and ensuring compliance with laws, regulations, contracts, and agreements.
- Design and implementation of programs and controls to prevent and detect fraud.

**Fees and Payment Terms:**

My fee for these services will be at the actual hours expended at the quoted hourly rate plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone,

etc.) Attachment A contains my estimated fee. Additional services requested would be priced using the hourly rate in Attachment A.

My invoices will be rendered as work progresses and are payable on presentation. In accordance with my policies, work may be suspended if your account balance 30 is days or more overdue and may not be resumed until your account is paid in full. If I have to terminate our services for nonpayment, or if you should elect to terminate my services for any reason, you will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination.

**Other:**

Parties to this agreement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting litigation, be submitted to mediation upon the written request of any party to this engagement. All mediations initiated as a result of this contract shall be administered by the American Arbitration Association (AAA). The results of this mediation shall be binding only upon the agreement of each part to be bound. Cost of any medication proceeding shall be shared equally by both parties.

**Polk City, Florida** shall defend, indemnify, and hold harmless, George J. Cotellis, Jr., from any and all actual or alleged claims, demands, causes of action, liability and loss, whether brought by an individual or other entity , or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of incident to any acts, omissions, negligence, or willful misconduct by **Polk City, Florida**, its personnel, employees, agents or contractors in connection with or arising out of services performed pursuant to his agreement.

Either party may terminate this agreement upon thirty days written notice.

I appreciate the opportunity to be of service to **Polk City, Florida** and believe this letter accurately summarizes the significant terms of my contract. If you agree with the terms of my contract as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,

  
George J. Cotellis, Jr.,

Approved: **Polk City, Florida**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Encl.: Attachment A

**Polk City, Florida**  
**September 30, 2018**  
Rates Submitted by George J. Cotellis, Jr.

<u>Services</u>	<u>Estimated Hours</u>	<u>Rate Per Hour</u>	<u>Estimated Fee</u>
Year End Closing and Preparation of Schedules for the Audit	120	\$ 85	\$ 10,200
Preparation of Financial Statement and Footnotes	24	85	2,040
Preparation of Management's Discussion and Analysis (MD&A)	8	85	680
Questions, Correspondence, Meetings with External Auditors	8	85	680
<b>Total Estimated Professional Fees</b>	<u>160</u>		13,600
Out-of-Pocket Supplies / Reproduction Costs (1.0%)			-
Travel Expenses			-
<b>Total Estimated Costs</b>			<u>\$ 13,600</u>

**Rate Per Hour for Additional Services:**

George J. Cotellis, Jr. - Owner \$85