

Towne Park Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

towneparkcdd.com

The following is the proposed agenda for the Board of Supervisors' Meeting for the Towne Park Community Development District, scheduled to be held **Thursday, August 9, 2018 at 11:00 a.m. at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803**. As always, the personal attendance of three Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: **1-877-864-6450**
Participant Code: **454943**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of Minutes of the July 12, 2018 Board of Supervisors Meetings**
- 2. **Consideration of Resolution 2018-14, Annual Meeting Schedule for Fiscal Year 2018/2019**

Business Matters

3. **Consideration of Resolution 2018-18, Authorizing a Boundary Amendment**
4. **Consideration of Boundary Amendment Funding Agreement**
5. **Consideration of Direct Collection Agreement with TP II, LLC for Phase 2B and certain Phase 2A lots**
6. **Consideration of Direct Collect Agreement with Riverstone, LLC for Phase 3A**
7. **Consideration of Faulkner Engineering Services, LLC Proposal for Construction Materials Testing Services, Riverstone Subdivision Phase 1 and Medulla Road 1st Extension**
8. **Consideration of Conveyance of Phase 2A Common Areas to the District**
(provided under separate cover)
9. **Consideration of Payment Authorization No. 80 – 82**
10. **Consideration of Monthly Financials** *(provided under separate cover)*

Other Business

Staff Reports
District Counsel
District Engineer
District Manager
Supervisor Requests and Audience Comments
Adjournment



**Towne Park
Community Development District**

Minutes

MINUTES OF MEETING

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Thursday, July 12, 2018 at 11:12 a.m.

The Offices of Highland Homes

3020 S. Florida Avenue, Suite 101

Lakeland, Florida 33803

Board Members present at roll call:

Joel Adams	Board Member	
Jeffrey Shenefield	Board Member	
Brian Walsh	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Sarah Warren	Hopping Green & Sams, P.A.	
Jane Gaarlandt	Fishkind & Associates, Inc.	
Sonali Patel	Fishkind & Associates, Inc.	
Kevin Plenzler	Fishkind & Associates, Inc.	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order. The Board Members and staff in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the June 14, 2018 Board of Supervisors' Meeting

The Board reviewed the minutes of the June 14, 2018 Board of Supervisors' Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Minutes of the June 14, 2018 Board of Supervisors' Meeting.

FORTH ORDER OF BUSINESS

Consideration of Resolution 2018-13, Designating a Date, Time and Location for a Landowners' Meeting

District staff suggested that the Landowners' meeting coincide with the November District meeting, which is currently scheduled for November 8, 2018. Mr. Adams stated that he will be out that day. Ms. Gaarlandt noted that a quorum will be needed for the regular meeting but the District only needs a proxyholder for the Landowners' meeting. Ms. Gaarlandt noted that the Board can come back and adjust that date of they need to and requested a motion to approve Resolution 2018-13.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2018-13, Designating November 8, 2018 at 11:00 a.m. at this Location as the Date, Time, and Location for the Landowners' Meeting, as amended.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2018-14, Annual Meeting Schedule for Fiscal Year 2017/2019

Tabled

SIXTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Fiscal Year 2018-2019 Budget

- a) Public Comments and Testimony
- b) Board Comments
- c) Consideration of Resolution 2018-15, Adopting a Fiscal Year 2018-2019 Budget and Appropriating Funds

Ms. Gaarlandt requested a motion to open the public hearing.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board opened the Public Hearing.

Ms. Gaarlandt noted for there record that there are no members of the public present. Mr. Adams stated that this is the same budget that the Board previously approved in preliminary form. Mr. Shapiro had no additional comments. Ms. Gaarlandt noted that District staff reached out to the insurance company to get the specific number for the pool and cabana but they have not yet responded, however, Ms. Gaarlandt believes that the amount will be well within the budget.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2018-15, Adopting a Fiscal Year 2018-2019 Budget and Appropriating Funds.

SEVENTH ORDER OF BUSINESS

Public hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2018-2019 Budget

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of Resolution
2018-16, Adopting an
Assessment Roll for Fiscal Year
2018-2019 and Certifying
Special Assessments for
Collection**

Mr. Adams asked Ms. Warren if the District is direct billing for vacant lot owners. Ms. Warren stated that everything that is platted and has debt levied on it will be collected on roll as a requirement of the Trust Indenture and anything that has O&M that does not have debt on it will be direct collected. Mr. Shapiro asked Ms. Warren to repeat the question. Ms. Warren replied that District staff is discussing direct collect of O&M assessments versus what has to go on roll. Mr. Adams stated that this is not in the bondholder's best interest for the vacant lot to go on roll. Ms. Warrant stated that if the land is platted the

assessments will be collected on roll and if it is not platted it will be direct billed. Ms. Warren stated that the Board can approve the resolution subject to confirmation by District Counsel of the Assessment Roll.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2018-16, Adopting an Assessment Roll for Fiscal Year 2018-2019 and Certifying Special Assessments for Collection.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2018-17, Ratifying the Sale of the Series 2018 Bonds

The Board reviewed Resolution 2018-17.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2018-17, Ratifying the Sale of the Series 2018 Bonds.

NINTH ORDER OF BUSINESS

Consideration of Notice of Lien of Special Assessments for Phase 2B

Ms. Warren explained that this is what is recorded in the public records to put affected property owners on notice that there is debt levied on that property. Mr. Adams asked if there is a motion needed for each phase or if one motion is sufficient to approve all the notices. Ms. Warren replied that the Board can do one motion to ratify the sale and then a motion for each of the notices. Ms. Gaarlandt noted that the Board already approved Resolution 2017-17.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Notice of Lien of Special Assessments for Phase 2B

TENTH ORDER OF BUSINESS

Consideration of Notice of Lien of Special Assessments for Phase 3A

The Board reviewed the Notice of Lien of Special Assessments for Phase 3A.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Notice of Lien of Special Assessments for Phase 3A

ELEVENTH ORDER OF BUSINESS

**Consideration of Amended
Disclosure of Public Financing**

Ms. Warren explained that this will be another document that will be recorded. She noted that the District recorded a Disclosure of Public Financing when the District issued the original Series of Bonds and it has been updated here to reflect the additional two Series of Bonds and the corresponding projects that they fund.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Amended Disclosure of Public Financing.

TWELFTH ORDER OF BUSINESS

**Consideration of Work
Authorization for Additional
Landscape Services with
Floralawn, Phase 2A**

Mr. Adams stated that this work authorization is to add the recently completed Amenity Center.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Work Authorization for Additional Landscape Services with Floralawn, Phase 2A.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Funding
Agreement #3 - 4**

The Board reviewed the funding agreements.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Funding Agreement #3 - 4.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Payment
Authorization Nos. 78 - 79**

Ms. Gaarlandt requested Board approval of Payment Authorization Nos. 78 – 79.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board approved Payment Authorization Nos. 78 – 79.

FIFTEENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. There was no action required by the Board.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Warren requested to readdress Resolution 2018-16 and explained that if the Board determines that collecting the builder owned lots directly is necessary for cash flow purposes for the District then the District will do a direct collect agreement and collect those directly. Mr. Adams asked if the District has to do that for all the builders and Developers or if the District is able to be selective. He suggested direct collecting for Phase 2B and leave Phase 3A on-roll. Ms. Warren stated that the District can do that. Mr. Shapiro stated that all of Phase 3 and the future phases should be off-roll. Mr. Adams stated that the District would save 7%, there is a better cashflow for the Developer, and in case someone does not pay their tax bill money and there are O&M issues it is much easier to direct bill than to try and collect via the Tax Roll.

District Engineer – No Report

District Manager – No Report

SEVENTEENTH ORDER OF BUSINESS**Supervisor Requests and Audience
Comments**

Mr. Adams stated that he thinks that the District is at a point where it needs to prepare the necessary Warranty Deed, Quit Claim Deed, and transfer documents for all of the common areas in Phase 2A. He asked if the District needs a motion to authorize staff and the Chair to do it now. Ms. Warren agreed.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board authorized the Chairman and Staff to work on getting the necessary Warranty Deeds, Quit Claim Deeds and Transfer Documents for all the common areas for Phase 2A.

Ms. Warren will send Mr. Adams a checklist of what they will need and then he and District staff can work their way through it.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board Adjourned the July 12, 2018 Board of Supervisor's Meeting for the Towne Park Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman



**Towne Park
Community Development District**

Resolution 2018-14

RESOLUTION 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2018-2019; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Towne Park Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Lakeland, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt a Fiscal Year 2018-2019 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT:

1. The Fiscal Year 2018-2019 annual meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of August, 2018.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2018-2019 Annual Meeting Schedule

EXHIBIT "A"

BOARD OF SUPERVISORS MEETING DATES TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2018-2019

The Board of Supervisors of the Towne Park Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 at 1:00 p.m. unless otherwise indicated as follows:

[Add Meeting Dates]

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 or by calling (407) 382-3256.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

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**Towne Park
Community Development District**

Resolution 2018-18

RESOLUTION 2018-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF LAKELAND, FLORIDA REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Towne Park Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as established by Ordinance 14-051 (the "Ordinance"), adopted by the City Commission of the City of Lakeland, Florida ("City") on November 3, 2014, and being situated in the City of Lakeland, Florida; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 585 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of lands within the district ("Developer") has approached the District and requested the District petition to amend its boundaries to add approximately .94 acres of land as more particularly described in the attached **Exhibit A** ("Property"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, addition of the land depicted in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City, to seek the amendment of the District's boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairman, District Manager and District counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of August, 2018.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

Chair, Board of Supervisors

EXHIBIT A

PARCEL ID #232908-139621-005040:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 5 LOT 4

PARCEL ID #232908-139621-005030:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 5 LOT 3

PARCEL ID #232908-139621-002420:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 42

PARCEL ID #232908-139621-002410:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 41

PARCEL ID #232908-139621-002430:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 43

PARCEL ID #232908-139621-005010:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 5 LOT 1

PARCEL ID #232908-139621-005020:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 5 LOT 2

**Towne Park
Community Development District**

Boundary Amendment Funding Agreement

BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AND

This Agreement is made and entered into this ____ day of _____, 2018, by and between:

The Towne Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lakeland, Florida ("District"), and

_____, a Florida _____ and a developer in the District ("Developer").

RECITALS

WHEREAS, the Towne Park Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as established by Ordinance 14-051 (the "Ordinance"), adopted by the City Commission of the City of Lakeland, Florida ("City") on November 3, 2014, and being situated in the City of Lakeland, Florida; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 585 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District currently provides infrastructure systems, facilities, and services to the lands within the District, and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to include land to the District; and

WHEREAS, the amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), *Florida Statutes* and will result in the District being comprised of approximately 585.94 acres; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District Staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

WHEREAS, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

NOW, therefore, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in paragraph one (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be

entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

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

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

A. If to the District: Towne Park Community
Development District
12051 Corporate Boulevard
Orlando, Florida 32167
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. If to the Developer: _____

Attn: _____

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire

on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

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

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

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

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

In witness thereof, the parties execute this agreement the day and year first written above.

Attest:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

Name: _____
Title: _____

_____, a Florida

Witness

By: _____
Its: _____



**Towne Park
Community Development District**

**Direct Collection Agreement with TP II, LLC for Phase
2B and certain Phase 2A lots**

**AGREEMENT BY AND BETWEEN THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AND TP II, LLC, REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR
FISCAL YEAR 2018-2019**

This Agreement is made and entered into as of this 9th day of August, 2018, by and between:

Towne Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lakeland, Polk County, Florida (hereinafter "**District**"), and

TP II, LLC, a Florida limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter "**Property Owner**"). For purposes of this agreement, Property Owner's property is known as Phase 2B and certain lots within Phase 2A and is more particularly described in Exhibit "A" attached hereto (the "**Property**").

Recitals

WHEREAS, the District was established by an ordinance adopted by the City of Lakeland, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the special assessments against the Property once platted and collect such special assessments on the Polk County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the district's special assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of special assessments.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assessment Payment.** Property Owner agrees to pay the special assessments necessary to fund the District's operation and maintenance costs for fiscal year 2018-2019 and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these special assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2018, indicating the exact amount of the special assessment payment for operation and maintenance for fiscal year 2018-2019 and its previously levied debt service. If Property Owner does not pay such invoice in full prior to December 1, 2018, then to the extent permitted by law, Property Owner may pay the assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2018, 25% due no later than February 1, 2019 and 25% due no later than May 1, 2019. The District's decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

2. **Enforcement.** This Agreement shall serve as an alternative method for collection of the special assessments. This Agreement shall not affect the District's ability to collect and enforce its special assessments by

any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the special assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Polk County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2018-2019, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

3. **Notice.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner:	TP II, LLC 3020 S. Florida Avenue, Suite 101 Lakeland, Florida 33802 Attn: D. Joel Adams
If to the District:	Towne Park Community Development District 12051 Corporate Blvd. Orlando, Florida 32817 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: Roy Van Wyk

4. **Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

8. **Attorneys' Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **Effective Date.** The Agreement shall take effect as of October 1, 2018.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

TP II, LLC
a Florida limited liability company

Witness

By: _____
Title: _____

Exhibit A Description of the Property

Exhibit A

BEING A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8 AND PROCEED S 89°51'10" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1027.56 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 26 (BLOCK 4) OF TOWNE PARK ESTATES PHASE 2A PER PLAT BOOK ___, PAGE ___ OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°51'10" W, CONTINUING ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1627.60 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE S 89°51'04" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 321.04 FEET; THENCE N 36°19'40" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 2787.77 FEET TO THE MOST SOUTHWESTERLY CORNER OF LOT 20 (BLOCK 1) OF SAID TOWNE PARK ESTATES PHASE 2A AND THE MOST WESTERLY CORNER THEREOF; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD WHICH BEARS S 89°57'18" E, A DISTANCE OF 3.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE BOUNDARY OF SAID TOWNE PARK PHASE 2A, A DISTANCE OF 3.78 FEET TO A POINT OF TANGENCY; THENCE N 89°47'45" E, CONTINUING ALONG THE BOUNDARY OF SAID TOWNE PARK ESTATES PHASE 2A, A DISTANCE OF 83.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 705.00 FEET AND A CHORD WHICH BEARS S 70°18'39" E, A DISTANCE OF 479.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 489.55 FEET TO A POINT OF TANGENCY; THENCE S 50°25'04" E, A DISTANCE OF 296.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 595.00 FEET AND A CHORD WHICH BEARS S 11°53'28" E, A DISTANCE OF 741.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 800.17 FEET TO A POINT OF TANGENCY; THENCE S 26°38'07" W, A DISTANCE OF 21.84 FEET; THENCE S 30°59'55" E, A DISTANCE OF 328.67 FEET; THENCE S 22°21'38" W, A DISTANCE OF 634.33 FEET TO THE NORTH RIGHT-OF WAY OF NORTH EGRET LANE DEDICATED PER SAID TOWNE PARK ESTATES PHASE 2A; THENCE N 83°22'26" W, ALONG SAID RIGHT-OF WAY, A DISTANCE OF 81.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 30°30'24" W, A DISTANCE OF 39.86 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 46.14 FEET TO A POINT OF TANGENCY; THENCE N 22°21'38" E, A DISTANCE OF 15.58 FEET; THENCE N 67°38'22" W, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF WHITE IBIS ROAD DEDICATED PER SAID TOWNE PARK PHASE 2A; THENCE S 22°21'38" W, A DISTANCE OF 31.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.00 FEET AND A CHORD WHICH BEARS S 43°39'41" W, A DISTANCE OF 58.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; THENCE S 64°57'43" W, A DISTANCE OF 60.23 FEET TO THE SOUTHEAST CORNER OF TRACT D PER SAID TOWNE PARK PHASE 2A; THENCE N 25°02'17" W, A DISTANCE OF 110.00 FEET; THENCE N 49°00'48" E, A DISTANCE OF 73.23 FEET; THENCE N 22°21'38" E, A DISTANCE OF 150.00 FEET; THENCE N 67°38'22" W, A DISTANCE OF 71.68 FEET THE MOST NORTHERLY CORNER OF SAID TRACT D; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLYWESTERLY, HAVING A RADIUS OF 980.00 FEET AND A CHORD WHICH BEARS S 45°58'59" W, A DISTANCE OF 183.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 183.30 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 430.00 FEET AND A CHORD WHICH BEARS S 25°35'50" W, A DISTANCE OF 373.55 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 386.42 FEET; THENCE S 00°08'50" E, A DISTANCE OF 107.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 82.91 ACRES, MORE OR LESS.

AND

PARCEL ID #232908-139621-002430:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 43

PARCEL ID #232908-139621-005030:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 5 LOT 3

PARCEL ID #232908-139621-002420:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 42

PARCEL ID #232908-139621-002410:

TOWNE PARK ESTATES PHASE 2A PB 163 PG 47-54 BLOCK 2 LOT 41



**Towne Park
Community Development District**

**Direct Collect Agreement with Riverstone, LLC for
Phase 3A**

**AGREEMENT BY AND BETWEEN THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AND RIVERSTONE, LLC, REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS
FOR FISCAL YEAR 2018-2019**

This Agreement is made and entered into as of this 9th day of August, 2018, by and between:

Towne Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lakeland, Polk County, Florida (hereinafter "**District**"), and

RIVERSTONE, LLC, a Florida limited liability company and the owner of a portion of the property located within the boundaries of the District known as Phase 3 (hereinafter "**Property Owner**"). For purposes of this agreement, Property Owner's property is more particularly described in Exhibit "A" attached hereto (the "**Property**").

Recitals

WHEREAS, the District was established by an ordinance adopted by the City of Lakeland, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the special assessments against the Property once platted and collect such special assessments on the Polk County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the district's special assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of special assessments.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assessment Payment.** Property Owner agrees to pay the special assessments necessary to fund the District's operation and maintenance costs for fiscal year 2018-2019 and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these special assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2018, indicating the exact amount of the special assessment payment for operation and maintenance for fiscal year 2018-2019 and its previously levied debt service. If Property Owner does not pay such invoice in full prior to December 1, 2018, then to the extent permitted by law, Property Owner may pay the assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2018, 25% due no later than February 1, 2019 and 25% due no later than May 1, 2019. The District's decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

2. **Enforcement.** This Agreement shall serve as an alternative method for collection of the special assessments. This Agreement shall not affect the District's ability to collect and enforce its special assessments by

any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the special assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Polk County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2018-2019, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

3. **Notice.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner:	Riverstone, LLC 2300 N. Scenic Highway, Lake Wales, Florida 33898 Attn: John D. Alexander
If to the District:	Towne Park Community Development District 12051 Corporate Blvd. Orlando, Florida 32817 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: Roy Van Wyk

4. **Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

8. **Attorneys' Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **Effective Date.** The Agreement shall take effect as of October 1, 2018.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

Riverstone, LLC,
a Florida limited liability company

By: Atlantic Property Company, LLC
Its: Manager

Witness

John D. Alexander, Manager

Exhibit A Description of the Property

Exhibit A
Legal Description of Property
(Phase 3)

Parcel 232917-000000-031000:

NW1/4 LESS SE1/4 OF SE1/4 OF NW1/4 & NW1/4 OF SW1/4 & W1/4 OF NE1/4 OF SW1/4

Parcel 232917-000000-010000:

NE1/4 & SE1/4 OF SE1/4 OF NW1/4 & E3/4 OF NE1/4 OF SW1/4

Parcel 232917-000000-023080:

N 330 FT OF W1/2 OF SE1/4 LESS E 990 FT BEING LOT 88 UNRE WOODHAVEN

Parcel 232917-000000-042120:

BEG 175 FT E OF SW COR OF SE1/4 OF SW1/4 OF SEC N 365 FT W 175 FT N 976.32 FT E 497.61 FT S 437.69 FT W 447.61 FT S 488.67 FT E 175 FT S 415 FT W 50 FT TO POB LESS RD R/W

Parcel 232917-000000-042070:

BEG 225 FT E OF SW COR SE1/4 OF SW1/4 N 415 FT W 175 FT N 488.67 FT E 447.61 FT S 904.03 FT TO S LINE SEC W 272.61 FT TO POB LESS RD R/W

Parcel 232917-000000-044110:

E1/2 OF NE1/4 OF SW1/4 OF SW1/4

Parcel 232917-000000-044140:

E1/2 OF SE1/4 OF SW1/4 OF SW1/4 OF SEC LESS N 208.75 FT OF S 238.75 FT OF W 208.75 FT & LESS RD R/W

Parcel 232917-000000-042110:

BEG SW COR OF SE1/4 OF SW1/4 OF SEC E ALONG S SEC LINE 175 FT N 365 FT W 175 FT S TO POB LESS RD R/W



**Towne Park
Community Development District**

**Faulkner Engineering Services, LLC Proposal for
Construction Materials Testing Services,
Riverstone Subdivision Phase 1 and Medulla Road 1st
Extension**



June 26, 2018

GEOTECHNICAL ENGINEERING
& CONSTRUCTION
MATERIALS TESTING

Mr. Rennie Heath
Cassidy Holdings Group, LLC
345 East Central Avenue
Winter Haven, Florida 33880

**RE: Proposal for Construction Materials Testing Services
RIVERSTONE SUBDIVISION PHASE 1 AND MEDULLA ROAD 1ST EXTENSION
City of Lakeland, Polk County, Florida
FES Proposal No.: P18-6005**

Dear Mr. Heath:

Faulkner Engineering Services, Inc. (FES) appreciates the opportunity to provide this proposal for construction materials testing services on the referenced project. Within this proposal we have provided our understanding of the project, the scope of services anticipated and our cost estimate of the applicable services.

PROJECT INFORMATION

Riverstone Subdivision phase 1 and Medulla Road is a proposed 433-lot subdivision located west of Yates Road and south of West Pipkin Road in Polk County, FL. Lots will receive one to five feet of fill. 79g testing and reporting are included in this proposal.

The development will include utility installation (storm, sanitary, water, pump station etc.) and approximately 22,500 linear feet of roadway. The proposed pavement section consists primarily of stabilized subgrade (LBR 40) overlain with a limerock base (LBR100) and one layer of asphaltic concrete. Curb will be installed. One entrance from Medulla Road is planned.

City of Lakeland indicated in the preconstruction meeting that the testing activities are to be logged like a typical Florida Department of Transportation project. The log book will remain with the technician or representative on-site.

Construction testing services are required for roadway and utility installation in accordance with City of Lakeland specifications. Based on the drawings provide by Hamilton Engineering dated November 27, 2017 we have developed the attached scope of services anticipated for testing (Exhibit A) and the estimated cost for these services (Exhibit B).

FEE ESTIMATE

We will perform the construction materials testing discussed in the Scope of Services (Exhibit A) for an estimated fee:

Phase 1	\$76,340.00
Medulla Road	\$25,360.00
79g Testing	\$21,650.00
Total	\$123,350.00

We will not exceed this budget amount unless the scope of work is increased, and only then with your prior approval. The attached fee schedule (Exhibit B) describes the costs for the various services required.

RESPONSIBILITIES


Our personnel will be experienced in the types of inspection being performed and will perform the inspection in accordance with project specifications and applicable standards of the industry in Florida. We do not have the authority to direct you or your subcontractors in the performance of your work or to authorize changes in the construction contract. We will bring to your attention any test results that indicate noncompliance with the contract documents. Much of the testing is performed on a random basis and is not necessarily a guarantee of the overall work product. The contractor is ultimately responsible for performing the work in accordance with the construction documents. Also, our firm accepts no responsibility for job-site safety, which is the sole responsibility of the contractor, but will abide by job site safety rules.

ACKNOWLEDGMENT

Thank you again for the opportunity to submit this proposal. We look forward to working with you as a member of the construction team. Please contact us if you wish to discuss any aspect of this proposal or if we can be of assistance to you in any capacity. If you find our proposal acceptable, we ask that you execute the enclosed Proposal Acceptance Sheet and return it to this office.

Sincerely,

Faulkner Engineering Services, Inc.

A handwritten signature in blue ink, appearing to read "John R. Gregos", followed by a stylized "dk" or similar initials.

John R. Gregos, P.E.
Vice President

Attachments: Proposal Acceptance Sheet
 Exhibit A
 Exhibit B



2734 Causeway Center Drive
Tampa, Florida 33619
Phone (813) 621-8168 / Fax: (813) 621-8232

PROPOSAL ACCEPTANCE FORM

Description of Services Proposal for Construction Materials Testing Services
Project Name Riverstone Subdivision Phase 1 and Medulla Road 1st Extension
Project Location Hillsborough County, Florida
Proposal Number & Date FES No. P18-6008 June 26, 2018
Location of Office Performing Services 2734 Causeway Center Drive, Tampa, FL 33619

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Different than the Above):

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS: _____

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of FES within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that FES has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of FES invoice and agrees to waive any claim against FES and to indemnify, defend and hold FES harmless from and against any claims arising from FES' suspension or termination due to Client's failure to provide timely payment.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the reverse hereof are:

Accepted this _____ day of _____, 2018

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by FES will be based solely on information available to FES. FES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the data.

2. RISK ALLOCATION

Many risks potentially affect FES by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by FES. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with FES's liability Client agrees to limit FES's liability to Client and to all other parties for claims arising out of FES's performance of the services described in the Agreement. The aggregate liability of FES will not exceed the amount of our fee, for negligent professional acts, errors, or omissions. Client agrees to indemnify and hold harmless FES from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join FES as a third-party defendant. Parties mean Client and FES and their officers, employees, agents, affiliates and subcontractors.

Both Client and FES agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should third-party dispute resolution be required through litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgement or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorney, etc. Insofar as FES is concerned, the value of time spent shall be based upon FES's prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for FES to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted FES free access to the site. FES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. FES will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waives any claim against FES, and agrees to defend, indemnify, and hold FES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities and, unless FES has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate FES for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon FES's prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

If FES is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applied. For the specified assignment, FES will report observations and professional opinions to Client. No action of FES or FES's site representative can be construed as altering any Agreement between Client and others. FES will report to Client any observed geotechnically related work which, in FES's professional opinion, does not conform with plans and specifications. The FES representative has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, FES's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services.

FES will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by an agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representative. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

8. SAMPLE DISPOSAL

Unless otherwise required, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed FES of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. FES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. FES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for FES to take immediate measures to protect health and safety. Client agrees to compensate FES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

FES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold FES harmless for any and all consequences of disclosures made by FES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against FES and, to the maximum extent permitted by law, agrees to defend, indemnify and save FES harmless from any claim, liability, and/or defense costs for injury or loss arising from FES's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

10. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, FES will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

11. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of FES. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. At the request and expense of Client, we will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the FES office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, FES and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

EXHIBIT "A"
SCOPE OF SERVICES

A. Construction Materials Inspection and Testing Services

The minimum construction materials inspection and testing services required include the following items. All services including professional services, field sampling, standby time and overtime should be included in the testing services described below.

I Building Pad Testing

Perform stripped subgrade observations and compaction control testing during building pad construction. Perform a minimum of one (1) field density per twelve-inch lift per lot. The observations and testing will be performed in accordance with project specifications. A Modified Proctor (AASHTO T 180) will be required to determine the moisture-density relationship of existing soils or imported fill.

II Utility Installation Backfill Testing

Perform compaction control testing during backfill of all utility pipelines and associated structures and crossings. The testing will be performed in accordance with specifications for utility construction. Laboratory proctors, either Modified Proctor (AASHTO T 180) or Standard (AASHTO T 99), will be required to determine the moisture-density relationship of existing soils or imported fill. Prepare and distribute to the appropriate parties all test results.

III Roadway Construction Testing

Perform stripped subgrade observations and compaction control testing during roadway construction. Stabilized subgrade will require Limerock Bearing Ratio (LBR) testing at intervals indicated in the project or City of Lakeland specifications. Curb pad will require LBR40 material. Base will be sampled for limerock bearing ratio and gradation. Our technician will measure the in-place thickness of the base material after coring.

Pavement cores will be obtained for thickness and density determinations in accordance with the project or Polk County specifications for the project. Asphaltic concrete will be sampled daily if required for Extraction, Gradation analysis. Concrete will be sampled and tested in accordance with City of Lakeland requirements.

IV Project Management

Manage log book of test results on-site. Distribute laboratory reports (Proctor, LBR, concrete, etc.) to the appropriate parties and provide copy in log book. Log book will be submitted to City of Lakeland upon completion of project.

V 79g Testing Services

F.H.A. Data Sheet 79g requires confirmation of a minimum bearing pressure for engineered fill, for each lot. We will perform Standard Penetration Testing (SPT) borings at a frequency of one SPT per 8 lots. Density tests for compaction of engineered fill will be performed during placement (A-1). We will provide a signed and sealed report summarizing 79g testing activities, after completion of the engineered fill placement.

Other

Report review is included in the attached fee schedule (Exhibit B). Engineering consultation will be billed at the rate of \$100.00 per hour. Standby Time is considered time in excess of one hour per set of cylinders and/or one hour per five field density tests and will be billed on a time and expense basis at the rate of \$30.00 per hour. Field or Laboratory work required over 8 hours per day, and before 7:00 AM and after 5:00 P.M. Weekends or holidays will be charged at 1.5 times the standard rate. Hourly charges are based on portal-to-portal time.

EXHIBIT "B"
UNIT PRICE SCHEDULE
Riverstone Subdivision Phase 1 and Medulla Road
City of Lakeland, Polk County, FL
FES Proposal No.: P18-6005

Faulkner Engineering Services, Inc.
6/26/2018

No.	Description	Phase 1	Medulla Road	TOTAL	Unit	Price	Total Amount
I BUILDING PAD CONSTRUCTION TESTING							
1.	Laboratory Proctor	3	-	3	EA	\$80.00	\$240.00
2.	Stripped Subgrade Observations	24	-	24	HR	\$45.00	\$1,080.00
3.	Field Density Test for Building Pads	1032	-	1032	EA	\$16.00	\$16,512.00
4.	Engineering Technician (Sample Pick-Up and De-Mucking)	24	-	24	HR	\$30.00	\$720.00
BUILDING PAD CONSTRUCTION TESTING							\$18,552.00
II UTILITY INSTALLATION BACKFILL TESTING							
1.	Laboratory Proctor	3	1	4	EA	\$80.00	\$320.00
2.	Field Density Test:						
	Sanitary Sewer	1049	352	1401	EA	\$16.00	\$22,416.00
	Storm Drainage	568	310	878	EA	\$16.00	\$14,048.00
	Water	282	112	394	EA	\$16.00	\$6,304.00
3.	Engineering Technician (field sampling & Log Book)	80	40	120	HR	\$30.00	\$3,600.00
UTILITY BACKFILL TESTING TOTAL							\$46,688.00
III ROADWAY CONSTRUCTION TESTING							
a. Subgrade (compacted/stabilized)							
1.	Field Density Test for Curb and Roadway	150	90	240	EA	\$16.00	\$3,840.00
2.	Limerock Bearing Ratio (LBR) for Subgrade	31	15	46	EA	\$180.00	\$8,280.00
3.	Engineering Technician (field sampling)	15	8	23	HR	\$30.00	\$690.00
b. Base (type) On-Site							
1.	Limerock Bearing Ratio (LBR) for Base	31	15	46	EA	\$180.00	\$8,280.00
2.	Field Density Test	31	15	46	EA	\$16.00	\$736.00
3.	Field Thickness Determination	31	15	46	EA	\$30.00	\$1,380.00
4.	Engineering Technician (field sampling & Log Book)	15	8	23	HR	\$30.00	\$690.00
c Asphalt							
1.	Extraction/Gradation	12	6	18	EA	\$130.00	\$2,340.00
2.	Asphalt Coring for Thickness and Density	15	7	22	HR	\$30.00	\$660.00
3.	Field Density Test	31	15	46	EA	\$16.00	\$736.00
4.	Thickness of Field Cores	31	15	46	EA	\$30.00	\$1,380.00
5.	Engineering Technician (field sampling & Log Book)	15	8	23	HR	\$30.00	\$690.00
d Concrete Testing							
1.	Compressive Strength of Concrete Cylinders	16	6	22	SET	\$70.00	\$1,540.00
2.	Engineering Technician (field sampling)	8	3	11	HR	\$30.00	\$330.00
ROADWAY CONSTRUCTION TESTING TOTAL							\$31,572.00
IV PROFESSIONAL SERVICES							
1.	Project Engineer/Word Processor for Reports	\$3,632.00	\$1,256.00	1	LS	#####	\$4,888.00
PROFESSIONAL SERVICES TOTAL							\$4,888.00
Contract Summary							PROJECT TOTAL
I	Building Pad Construction Testing	\$18,552.00	\$0.00				\$18,552.00
II	Utility Installation Backfill Testing	\$33,024.00	\$13,664.00				\$46,688.00
III	Roadway Construction Testing	\$21,132.00	\$10,440.00				\$31,572.00
IV	Professional Services	\$3,632.00	\$1,256.00				\$4,888.00
CONSTRUCTION MATERIALS TESTING TOTAL							\$101,700.00
79g LOT TESTING							
	79g Testing and Reporting Services (Combined)	433		433	Lots	\$50.00	\$21,650.00
Total Contract							\$123,350.00



**Towne Park
Community Development District**

Conveyance of Phase 2A Common Areas to the District

(provided under separate cover)



**Towne Park
Community Development District**

Payment Authorization No. 80 – 82

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #80

7/17/2018

Item No.	Payee	Invoice Number	General Fund
1	Supervisors Fees		
	Scott Shapiro	07.12.2018	\$ 200.00
	Brian Walsh	07.12.2018	\$ 200.00
	Joel Adams	07.12.2018	\$ 200.00
	Jeffrey Shenefield	07.12.2018	\$ 200.00
2	Floralawn		
	Monthly Lawn Maintenance - 2018.07	81273	\$ 2,696.50
3	Lakeland Electric		
	Billing Date 07.03.2018	3555224.2018.07	\$ 187.01
	Billing Date 07.03.2018	3555225-2018.07	\$ 207.51
4	Carr Riggs & Ingram		
	Final Billing - Audit FY17	16493708	\$ 750.00
5	Resort Pool Services DBA		
	Maintenance and Install Pool Service 07.01.2018	8397	\$ 950.00
6	Fishkind & Associates		
	DM Fee and Reimbursables - 2018.07	23056	\$ 2,435.58
TOTAL			\$ 8,026.60


Chairperson

Towne Park Community Development District

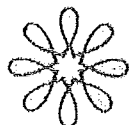
Date of Meeting: July 12, 2018

Board Members:	Attendance	Fee
1. Rennie Heath	<u> </u>	<u>\$0</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200</u>
3. Brian Walsh	<u>x</u>	<u>\$200</u>
4. Joel Adams	<u>x</u>	<u>\$200</u>
5. Jeffrey Shenefield	<u>x</u>	<u>\$200</u>
	<u> </u>	<u>\$800</u>

Approved For Payment:


Manager

7/13/18
Date



floralawn
Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice

Date	Invoice #
7/1/2018	81273

Bill To
Towne Park CDD 3020 S Florida Ave Lakeland, FL 33803

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn maintenance	2,260.00	2,260.00
1	Interior pest control	37.50	37.50
1	Lawn fertilization program for St. Augustine Sod	135.00	135.00
1	Shrub fertilization program	34.00	34.00
1	Monthly irrigation system checks	120.00	120.00
1	Mailbox area ant treatments	110.00	110.00
	Billing For July 2018		

Thank you for your business.

Total \$2,696.50

Balance Due \$2,696.50

Phone #	Fax #	Web Site
863-668-0494	863-668-0495	www.floralawn.com



Service Location:
5107 WHITE EGRET LN # W/I
LAKELAND, FL 33811 US

ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	07/03/2018
Account Number :	3555224
Total Amount Due :	\$ 187.01
Payment Due Date :	07/31/2018
Payments/Credits since Last Bill :	\$ -284.71
Previous Balance was a Credit :	\$ -4.27

ACCOUNT DETAIL

	Itemized Charges	Total Charges
Water Irrigation		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 24.94	
Water-1000 gal - 13 @ 2.5.....	\$ 32.50	
Water-1000 gal - 19 @ 3.13.....	\$ 59.47	
Water-1000 gal - 14 @ 4.07.....	\$ 56.98	
Inside the City Utility Tax.....	\$ 17.39	
Current Water Irrigation Charges.....		\$ 191.28
TOTAL CURRENT CHARGES		\$ 191.28
TOTAL AMOUNT SUBJECT TO PENALTY AFTER 07/31/2018		\$ 187.01

www.lakelandelectric.com

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

LB180703_0-293-000004044

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



000147 000004044



TOWNE PARK COMMUNITY DEVELOPMENT DIST
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450



2

Please note address changes on the back of the payment stub.

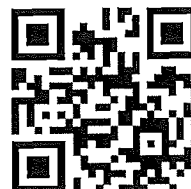
PAYMENT SECTION

Account Number :	3555224
Total Amt Due 07/31/2018	\$ 187.01
Amount Enclosed:	_____

VISIT OUR NEW EXPRESS PAY KIOSKS
 Payments will post to your account immediately.

Scan this QR code at our
 Express Pay kiosk
 to go directly to your account

Please see back of stub for kiosk locations.



0 00000000001&701 000000035552249 0 00000000001&701 000000035552249



Service Location:
3606 PEREGRINE WY # W/I
LAKELAND, FL 33811 US

ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	07/03/2018
Account Number :	3555225
Total Amount Due :	\$ 207.51
Payment Due Date :	07/31/2018
Payments/Credits since Last Bill :	\$ -271.02
Previous Balance was a Credit :	\$ -6.15

ACCOUNT DETAIL

	Itemized Charges	Total Charges
Water Irrigation		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 24.94	
Water-1000 gal - 13 @ 2.5.....	\$ 32.50	
Water-1000 gal - 19 @ 3.13.....	\$ 59.47	
Water-1000 gal - 19 @ 4.07.....	\$ 77.33	
Inside the City Utility Tax.....	\$ 19.42	
Current Water Irrigation Charges.....		\$ 213.66
TOTAL CURRENT CHARGES		\$ 213.66
TOTAL AMOUNT SUBJECT TO PENALTY AFTER 07/31/2018		\$ 207.51

www.lakelandelectric.com

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

LB180703_0-285-000004044

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



000148 000004044



TOWNE PARK COMMUNITY DEVELOPMENT DIST
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450



2

Please note address changes on the back of the payment stub.

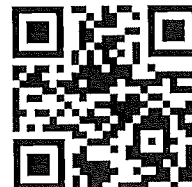
PAYMENT SECTION

Account Number :	3555225
Total Amt Due 07/31/2018	\$ 207.51
Amount Enclosed:	_____

VISIT OUR NEW EXPRESS PAY KIOSKS
 Payments will post to your account immediately.

Scan this QR code at our
 Express Pay kiosk
 to go directly to your account

Please see back of stub for kiosk locations.



0 000000000020751 000000035552256 0 000000000020751 000000035552256



Towne Park CDD
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Invoice No. 16493708 (include on check)
Date 06/29/2018
Client No. 20-05337.000

Professional services rendered as follows:

Final billing on audit of financial statements as of September 30, 2017.	\$ 6,500.00
Progress Applied	<u>(5,750.00)</u>
Current Amount Due	\$ <u>750.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
750.00	0.00	0.00	0.00	0.00	750.00

We accept most major credit cards. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 06/29/2018 Client No: 20-05337
Invoice Number: 16493708 Total Amount Due: \$ 750.00 Towne Park CDD

Name as it appears on card: _____

Billing Address: _____

Card # _____ Exp Date: _____ Security # _____

Payment Amount: _____ Signature: _____

Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law.

Resort Pool Services DBA
1171 Mesa Verde Court
Clermont, FL 34711 US
321-689-6210
r.mc@hotmail.com



Invoice 8397

BILL TO
TOWNE PARK 11CDD
12051 Corporate Blvd
orlando, FL 32817 USA

SHIP TO
TOWNE PARK 11CDD
12051 Corporate Blvd
orlando, FL 32817 USA

DATE
07/01/2018

PLEASE PAY
\$950.00

DUE DATE
07/16/2018

ACTIVITY	QTY	RATE	AMOUNT
Maintenance and Install Pool Service	1	950.00	950.00

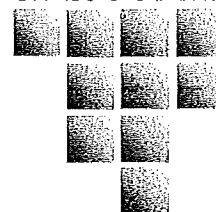
TOTAL DUE

\$950.00

THANK YOU.

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

FISHKIND
& ASSOCIATES



Invoice

Invoice #: 23056

7/12/2018

Towne Park DM
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

File: TowneParkDM

Towne Park CDD

Services:	Amount
District Management Fee: July 2018	2,083.33
Website Fee	75.00
Conference Calls	22.05
UPS	17.40
Postage	4.70
Copies	233.10

Please include the invoice
number on your remittance
and submit to:

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817
Ph: 407-382-3256
Fax: 407-382-3254
www.fishkind.com

Balance Due \$2,435.58

RECEIVED "" 12 2018

BILLING REF# 3

TOTAL PRE-TAX	188.48				
TOTAL USE/OTHER	38.70				
TOTAL MODERATOR CHARGES					USD\$227.18

TOTAL MODERATOR CHARGES	USD\$227.18
-------------------------	-------------

UPS No: 1Z1Y9R280391922206	Shipper	Receiver	Freight	8.44
Pickup Date: 06/11/2018	FISHKIND & ASSOCIATES	AUDITOR GENERAL	Fuel Surcharge	0.64
Service Level: Commercial Ground	12051 CORPORATE BLVD	CLAUDE PEPPER BUILDING,		
Weight: 1 lb	ORLANDO	ROOM 401		
Zone: 003	FL 32817	111 WEST MADISON STREET		
Payer: Shipper		TALLAHASSEE		
	LISA MALHOTRA	FL 32399		
		LOCAL GOVERNMENT AUD		
Bill Reference: Towne Park CDD			Total	11.35
Towne Park CDD			Sub Total	9.08
			1 count	

9.08+
 3.33+
 4.99+
 17.4*

UPS No: 1Z1Y9R280390992875 Pickup Date: 05/25/2018 Service Level: Commercial Ground Weight: 1 lb Zone: 006 Payer: Shipper		Shipper: FISHKIND & ASSOCIATES 12051 CORPORATE BLVD ORLANDO FL 32817 AMANDA LANE Beach, Towne, WGV@FG		Receiver: U.S. BANK, N.A.-CDD EP-MN-01LB 1200 ENERGY PARK DRIVE SAINT PAUL MN 55108 LOCKBOX SERVICES-12-		Freight: 11.71 Fuel Surcharge 0.80		9.37 0.64	
Bill Reference: Beach, Towne, WGV@FG						Total 12.51 10.01		10.01	
Sub Total 12.51						10.01		10.01	

CC 3

UPS No: 1Z1Y9R280393224574				Shipper		Receiver		Freight		9.37	
Pickup Date		04/27/2018		FISHKIND & ASSOCIATES		U.S. BANK, N.A.-CDD		Fuel Surcharge		11.71	
Service Level		Commercial Ground		12051 CORPORATE BLVD		EP-MN-01LB				0.76	
Weight		1 lb		ORLANDO		1200 ENERGY PARK DRIVE					
Zone		006		FL 32817		SAINT PAUL					
Payer		Shipper		AMANDA LANE		MN 55108					
						LOCKBOX SERVICES-12-		Total		12.47	
Bill Reference: HMii, Towne				HMii, Towne		1 count		Sub Total		12.47	
										9.98	

4.99

Account Summary Report

Date Range: June 1, 2018 to June 30th, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

[illegible]

Copy Count

Account: Towne Park

Amount of Copies: 1,554

Total \$: 233.10

Month: June

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #81

7/25/2018

Item No.	Payee	Invoice Number	General Fund
1	Egis Insurance & Risk Advisors FIA Add Clubhouse/Pool/Wall	100117250	\$ 2,049.00
2	Floralawn Irrigation Repair	81441	\$ 68.36
3	Bright House Networks Internet service for clubhouse - 2018.07	077420101071918	\$ 74.98
4	Lakeland Electric Billing Date 07.05.2018 - 3883 White Ibis Rd #Rec	3022384.2018.07	\$ 725.75
TOTAL			\$ 2,918.09

Chairperson



Towne Park Community Development District
 c/o Fishkind & Associates, Inc.
 12051 Corporate Blvd
 Orlando, FL 32817

INVOICE

Customer	Towne Park Community Development District
Acct #	562
Date	07/19/2018
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 2,049.00
Payment Amount	
Payment for:	Invoice#7410
100117250	

Thank You

Please detach and return with payment

✂ Customer: Towne Park Community Development District

Invoice	Effective	Transaction	Description	Amount
7410	07/01/2018	Policy change	Policy #100117250 10/01/2017-10/01/2018 Florida Insurance Alliance Package - Add Prop-Clubhouse/Pool/Wall Due Date: 8/18/2018	2,049.00
				Total
				\$ 2,049.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC		Date
Lockbox 234021 PO Box 84021	(321)320-7665	07/19/2018
Chicago, IL 60689-4002	cbitner@egisadvisors.com	



FloridaTM
Insurance
Alliance

Coverage Agreement Endorsement

Endorsement No.: 1

Effective Date: 07/01/2018

Member: Towne Park Community Development District

Agreement No.: 100117250

Coverage Period: October 1, 2017 to October 1, 2018

In consideration of an additional premium of \$2,049.00, the coverage agreement is amended as follows:


Property

Added:

As Per Schedule Attached

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: July 13, 2018

Authorized by: 



**Florida
Insurance
Alliance™**

Property Schedule

Schedule Items Effective As of: 10/01/2017

Towne Park Community Development District

Policy No.: 100117250

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
			Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
1	Clubhouse		2018	10/01/2017	\$875,000		\$875,000	
	3883 White Ibis Rd Lakeland FL 33811		Modified fire resistive	10/01/2018				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
			Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
2	Pool		2018	10/01/2017	\$125,000		\$125,000	
	3883 White Ibis Rd Lakeland FL 33811		Below ground liquid storage tank / pool	10/01/2018				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
			Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
3	Masonry Wall		2018	10/01/2017	\$250,000		\$250,000	
	5119 White Egret Lane Lakeland FL 33811		Non combustible	10/01/2018				
			Total:	Building Value \$1,250,000		Contents Value \$0		Insured Value \$1,250,000



floralawn
Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice

Date	Invoice #
7/19/2018	81441

Bill To
Towne Park CDD 3020 S Florida Ave Lakeland, FL 33803

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Irrigation Repair above Monthly Maintenance for July 2018 Parts and Labor: -(2) Bubbler - Misc PVC Elbows and Coupling Service Completed: 7/5/18	68.36	68.36
Thank you for your business.		Total	\$68.36

Phone #	Fax #	Web Site
863-668-0494	863-668-0495	www.floralawn.com

Balance Due	\$68.36
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BRIGHT HOUSE NETWORKS BUSINESS SOLUTIONS
IS NOW SPECTRUM BUSINESS

July 19, 2018
Invoice Number: 077420101071918
Account Number: 0050774201-01
Security Code: 5038
Service At: 3883 WHITE IBIS RD
LAKELAND, FL 33803

SPECTRUM BUSINESS NEWS

Contact Us

Visit us at brighthouse.com/business
Or, call us at 1-877-824-6249

Summary

Services from 07/24/18 through 08/23/18
Details on following pages

Previous Balance	74.98
Payments Received - Thank You	-74.98
Remaining Balance	\$0.00
Spectrum Business™ Internet	74.98
Current Charges	\$74.98
Total Due by 08/08/18	\$74.98

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.



4146 S. Falkenburg Rd Riverview, FL 33578-8652
7635 1610 NO RP 19 07192018 NNNNNY 01 001310 0004

TOWNE PARK II CDD
3020 S FLORIDA AVE STE 101
LAKELAND FL 33803-4058

July 19, 2018

TOWNE PARK II CDD

Invoice Number: 077420101071918
Account Number: 0050774201-01
Service At: 3883 WHITE IBIS RD
LAKELAND, FL 33803

Total Due by 08/08/18	\$74.98
Amount you are enclosing	\$



Please Remit Payment To:
BRIGHT HOUSE NETWORKS
PO BOX 780450
SAINT LOUIS, MO 63179-0450



0001100100507742010169007498

July 19, 2018

Invoice Number:
Account Number:
Security Code:

TOWNE PARK II CDD
077420101071918
0050774201-01
5038

Spectrum
BUSINESS

Contact UsVisit us at brighthouse.com/business

Or, call us at 1-877-824-6249

7635 1610 NO RP 19 07192018 NNNNNY 01 001319 0004

Charge Details

Previous Balance	74.98
Payments Received - Thank You	-74.98
Remaining Balance	\$0.00

Payments received after 07/19/18 will appear on your next bill.

Services from 07/24/18 through 08/23/18

Spectrum Business

Spectrum Business Internet	99.99
Static IP 1	14.99
Promo Discount	-40.00
	\$74.98

Spectrum Business™ Internet Total	\$74.98
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Current Charges	\$74.98
Total Due by 08/08/18	\$74.98

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Your WAY can be the GREEN way!
GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to brighthouse.com/business. Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

Spectrum
BUSINESS

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - For your convenience, if you provide a check as payment, you authorize Spectrum Business to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

**Payment Options**

Pay Online - Create or Login to pay or view your bill online at brighthouse.com/business.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-877-824-6249.





Service Location:
3883 WHITE IBIS RD # REC
LAKELAND, FL 33811 US

ACCOUNT SUMMARY

Billing Date :	07/05/2018
Account Number :	3022384
Total Amount Due :	\$ 725.75
Payment Due Date :	08/02/2018
Payments/Credits since Last Bill :	\$ -884.13

ACCOUNT DETAIL

	Itemized Charges	Total Charges
Electric Service		
General Service Customer Charge.....	\$ 12.00	
Electric 5740 KWH @ 0.04988.....	\$ 286.32	
Environmental Charge for 5740 KWH @ 0.0021099.....	\$ 12.11	
Fuel Charge for 5740 KWH @ 0.04075.....	\$ 233.91	
Florida Gross Receipts Tax.....	\$ 13.96	
Florida Regulatory Commission Surcharge.....	\$ 0.09	
Florida Sales Tax.....	\$ 38.81	
Polk County Sales Surtax.....	\$ 5.58	
Inside the City Utility Tax.....	\$ 33.40	
Current Electric Service Charges.....		\$ 636.18
Water Service		
Water Commercial Inside Monthly Base Charge.....	\$ 24.94	
Water-1000 gal - 2 @ 2.34.....	\$ 4.68	
Inside the City Utility Tax.....	\$ 2.96	
Current Water Service Charges.....		\$ 32.58
Other Services		
Wastewater Service.....	\$ 56.99	
Other Services and Account Charges.....		\$ 56.99

CLUB HOUSE

Continued on next page.

www.lakelandelectric.com

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



004498 000000131



HIGHLAND HOLDINGS INC
 C/O HIGHLAND INVESTORS, INC.
 3020 S FLORIDA AVE STE 101
 LAKELAND FL 33803-4058



2

Please note address changes on the back of the payment stub.

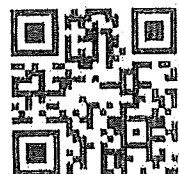
PAYMENT SECTION

Account Number :	3022384
Total Amt Due 08/02/2018	\$ 725.75
Amount Enclosed:	_____

VISIT OUR NEW EXPRESS PAY KIOSKS
 Payments will post to your account immediately.

Scan this QR code at our
 Express Pay kiosk
 to go directly to your account

Please see back of stub for kiosk locations.



0 000000000072575 000000030223846 0 000000000072575 000000030223846

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #82

7/25/2018

Item No.	Payee	Invoice Number	General Fund
1	Lakeland Electric Deposit - transfer utility to TP CDD	3883 White Ibis Rd # Rec	\$ 1,650.00

		TOTAL	\$ 1,650.00
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Chairperson

Elizabeth Q Malhotra

From: Brown, Latrenda <Latrenda.Brown@lakelandelectric.com>
Sent: Wednesday, July 25, 2018 3:32 PM
To: Elizabeth Q Malhotra
Subject: RE: Towne Park CDD Account

Location (2175805) 3883 WHITE IBIS RD # REC

Identification	History	Alerts	Memos	Attributes	Detail	Log Comments	Attachments	Summary
+ - < > 1 of 11								
<input type="checkbox"/> Expired Memos <input type="checkbox"/> Account by Person <input type="checkbox"/> Location by Account								
Subject	Location	2175805	(2175805) 3883 WHITE IBIS RD # REC					
Start Date	Jul-25-2018	End Date		Priority		Addressee	All	
Comments	sw elizabeth advised gsa recd has the wrong svc loc and will need to be corrected emailed another gsa and she will mail it along with dep 1650.00						Added by	LBROW Jul-25-2018 15:26:43
							Modified ...	LBROW Jul-25-2018 15:26:43

From: Elizabeth Q Malhotra [mailto:elizabethm@fishkind.com]
Sent: Wednesday, July 25, 2018 3:29 PM
To: Brown, Latrenda <Latrenda.Brown@lakelandelectric.com>
Subject: Towne Park CDD Account

Lisa Malhotra
District Accountant
Fishkind & Associates, Inc.
12051 Corporate Blvd
Orlando, FL 32817
Tel: 407-382-3256
Fax: 407-382-3254
E-mail: Elizabethm@fishkind.com

www.fishkind.com
Orlando – Port St. Lucie

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**Towne Park
Community Development District**

Monthly Financials

(provided under separate cover)