

Towne Park Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

www.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, May 9, 2019 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: 1-866-546-3377 Participant Code: 964985

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 April 11, 2019 Board of Supervisors Meeting**

Business Matters

2. **Consideration of Resolution 2019-06, Approving a Proposed Budget for Fiscal Year 2019-2020 and Setting a Public Hearing Date Thereon** *[suggested date: 7/11/19]*
3. **Consideration of the Contract Agreement between the District and Polk County Property Appraiser**
4. **Consideration of the Agreement between the District and Absolute Engineering, Inc. for District Engineering Services**
5. **Consideration of Developer Funding Agreement (Riverstone Phase 2)**
6. **Consideration of Temporary Construction and Access Easement Agreement (Riverstone Phase 2)**
7. **Consideration of Third Supplemental Engineer's Report (Riverstone Phase 2 – Assessment Area 4)**
8. **Consideration of Conveyance to the District** *(provided under separate cover)*
9. **Ratification of Payment Authorization No. 106**
10. **Consideration of Monthly Financials**

Other Business

11. Staff Reports

District Counsel
District Engineer
District Manager

- Polk County Supervisor of Election - Number of Registered Votes - 144

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, April 11, 2019 at 11:19 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	
Brian Walsh	Board Member	
Rennie Heath	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM	
Sonali Patil	PFM	
Kevin Plenzler	PFM	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	
Heather E. Wertz	Absolute Engineering	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at approximately 11:19 a.m. The Board Members and staff in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the February 14, 2019 Board of Supervisors Meeting

The Board reviewed the minutes of the February 14, 2019 Board of Supervisors Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Heath with all in favor, the Board approved the Minutes of the February 14, 2019 Board of Supervisors Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Bids for Riverstone Phase 2 Site Work Construction Services

- a) QGS Development**
- b) RIPA & Associates**

Ms. Gaarlandt asked Ms. Wertz to review the bids.

Ms. Wertz explained that QGS came in at \$3,600,000.00 and 252 days to complete. RIPA came in at \$4,300,000.00 and 266 days to complete. RIPA was deducted for price and schedule. They are both good firms and met all the other requirements. QGS was ranked no. 1. And awarded 100 points and RIPA was awarded 94 points.

The Board discussed the differences in total days and business days for completion. Mr. Heath asked District staff to clarify timing Ms. Wertz stated that she will clarify that with QGS.

There were no changes to the proposed rankings.

ON MOTION by Mr. Heath seconded by Mr. Adams, with all in favor, the Board approved the recommended ranking for Phase 2 Site Work Construction Services, ranking QGS as No. 1 and RIPA as No. 2, clarification on days to complete.

Mr. Adams asked if this means that the Board is authorizing District staff to move forward with the contract. Mr. Van Wyk responded that District staff will send out the notice of intent to award and wait 7 days to see if there is any protest and then move on to the contract.

FIFTH ORDER OF BUSINESS

Consideration of RFP for Riverstone Phase 2 Amenities Construction Services

Mr. Van Wyk stated that he was speaking to Mr. Marone, who said the plans for the Amenities will be ready in about a week or two, so they were thinking about releasing the RFPs in about two or three weeks. 30 days after that the bids would be due. Mr. Heath agreed with that timing. Mr. Heath asked Mr. Shapiro when he told the builders the Amenity would be started. Mr. Shapiro told the

builders it would be within 60 days after their closing; for their closing the Amenity site needed to be permitted, but construction doesn't have to start for 60 days. Mr. Heath asked Ms. Wertz if the Amenity site is permitted. Ms. Wertz answered that they are still in permitting. Mr. Heath told Mr. Van Wyk that he would get back to him on when to release the RFP. Mr. Van Wyk asked the Board to go ahead with authorization of the RFP and the evaluation criteria, and tentatively schedule the release of the RFP for two or three weeks out for the pick-up date for the plans and 30 days before the bid due date. Ms. Gaarlandt noted that they will need dates for advertising. District staff will coordinate those dates with Absolute Engineering.

ON MOTION by Mr. Heath, seconded by Mr. Adams, with all in favor, the Board authorized the RFP for Amenity Facility Construction.

SIXTH ORDER OF BUSINESS

Consideration of Agreement between the District and Heath Construction and Management, LLC for Riverstone Land Development Management Services

Tabled

SEVENTH ORDER OF BUSINESS

Consideration of RFQ(s) for District Engineering Services

a) Absolute Engineering, Inc.

Ms. Gaarlandt explained that the District received one bid which was from Absolute Engineering, Inc.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board accepted the qualification as received from Absolute Engineering, Inc.; and authorized staff to negotiate a contract.

Mr. Van Wyk will prepare a standard agreement similar to the current interim engineer agreement included in the agenda for ratification

EIGHTH ORDER OF BUSINESS

Ratification of Agreement between the District and Absolute Engineering,

**Inc. for Interim District Engineering
Services**

Mr. Van Wyk stated that this is the same agreement that the District will use for Absolute Engineering, Inc., going forward.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board ratified the Agreement between the District and Absolute Engineering, Inc., for Interim Engineering Service.

NINTH ORDER OF BUSINESS

**Consideration of Notice of Boundary
Amendment**

Mr. Van Wyk explained that the District has six and a half lots in the boundary of the District. So the District needs to record the notice of boundary amendment and notify the State that the District changed the boundaries a little bit. He asked for authorization to execute and record the Boundary Amendment Notice.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board authorized District Staff to execute and record the Boundary Amendment Notice.

TENTH ORDER OF BUSINESS

**Consideration of Eden Landscape
Ent. Inc. Proposal for Phase B
Landscape Material and Irrigation
System Installation**

The Board reviewed the Eden Landscape Ent. Inc. proposal.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board approved the Eden Landscape Ent. Inc. Proposal for Phase B Landscape Material and Irrigation System Installation in the amount of \$42,752.00.

ELEVENTH ORDER OF BUSINESS

**Ratification of Boundary Amendment
Phase 2A Funding Request # 1 - 2**

The Board reviewed boundary amendment Phase 2A funding request # 1 – 2.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board ratified Boundary Amendment Phase 2A Funding Request # 1 – 2.

TWELFTH ORDER OF BUSINESS

**Consideration of Boundary
Amendment Phase 2A Funding
Request # 3**

The Board reviewed boundary amendment Phase 2A funding request # 3.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board approved Boundary Amendment Phase 2A Funding Request # 3.

THIRTEENTH ORDER OF BUSINESS

**Ratification of Payment Authorization
Nos. 100 - 105**

Payment Authorization Nos. 100 - 105 have been previously approved and needs ratification from the Board.

ON MOTION by Mr. Adams, seconded by Mr. Heath, with all in favor, the Board ratified Payment Authorization Nos. 100 – 105.

FOURTEENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. Ms. Gaarlandt noted that the financials are through March 31, 2019. There was no action required by the Board.

The proposed budgets will be brought to the Board for consideration at the May meeting.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Ms. Wertz asked Mr. Van Wyk if he wanted to bring up the boundary amendment and the third supplemental with Mr. Heath. Mr. Van Wyk stated that he was talking earlier about how the District was going to fund the remaining portions of the project, Phase 3. He stated that Ms. Wertz was wondering if the Board wanted to do financing for both phases that are coming up or if the Board wanted to do those separately. The District will need a Supplemental Engineer's Report. Mr. Heath stated that he wants to keep them separate. The District will do Phase 2 now and then do a separate issuance later on for Phases 3 & 4.

District Manager – Ms. Gaarlandt stated that the Board previously approved an amount for pond maintenance. District staff went back to all the vendors because there was some discrepancy in the maintenance areas. Staff was authorized to work with Highland Homes. District staff can discuss it with Highland Homes and does not need to bring it before the Board for approval. District management will send out their recommendation. The bid was changed because there was some one-time clean up done in the meantime and the scope of work changed a bit as well. Ms. Patil will email the Board Members.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board adjourned the April 11, 2019 Board of Supervisor's Meeting for the Towne Park Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Towne Park
Community Development District**

Resolution 2019-06

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (**"Board"**) of the Towne Park Community Development District (**"District"**) prior to June 15, 2019, proposed budgets (**"Proposed Budget"**) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (**"Fiscal Year 2019/2020"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	July 11, 2019
HOUR:	11:00 a.m.
LOCATION:	Offices of Highland Homes 3020 S. Florida Avenue, Suite 101 Lakeland, Florida 33803

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Lakeland and Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF MAY, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Towne Park CDD
Proposed FY2019-2020 O&M Budget

	YTD Actual Through 04/30/2019	Anticipated 05/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ 56,025.33	\$ 32,774.67	\$ 88,800.00	\$ 88,800.00	\$ 330,550.00
Off-Roll Assessments	\$ 137,220.40				
Developer Contributions	-	195,450.00	195,450.00	195,450.00	-
Net Revenues	\$ 193,245.73	\$ 228,224.67	\$ 284,250.00	\$ 284,250.00	\$ 330,550.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
D&O Insurance	2,356.00	-	2,356.00	2,600.00	2,600.00
Bond Trustee Services	2,587.50	1,412.50	4,000.00	4,000.00	
Management	14,583.31	10,416.69	25,000.00	25,000.00	25,000.00
Field Management	-	-	-	-	1,200.00
Engineering	-	5,000.00	5,000.00	5,000.00	10,000.00
Assessment Administration	5,000.00	-	5,000.00	-	12,500.00
Reamortization Schedules	-	-	-	-	500.00
Dissemination Agent	5,500.00	-	5,500.00	4,000.00	5,500.00
District Counsel	13,888.06	1,111.94	15,000.00	15,000.00	15,000.00
Audit	5,075.00	1,425.00	6,500.00	6,500.00	10,000.00
Travel and Per Diem	278.59	221.41	500.00	500.00	-
Telephone	35.53	164.47	200.00	200.00	200.00
Postage & Shipping	177.16	-	177.16	150.00	150.00
Copies	228.75	1,271.25	1,500.00	1,500.00	1,000.00
Legal Advertising	844.24	2,155.76	3,000.00	3,000.00	3,000.00
Miscellaneous, Contingency	1,500.00	18,500.00	20,000.00	20,000.00	20,000.00
Hurricane Cleanup	-	-	-	-	5,000.00
Web Site Maintenance	525.00	375.00	900.00	900.00	2,400.00
Dues, Licenses, and Fees	175.00	-	175.00	250.00	250.00
Water	5,450.87	2,549.13	8,000.00	8,000.00	8,000.00
Pond Maintenance	19,750.00	-	19,750.00	10,000.00	
General Liab. Insurance	2,946.00	-	2,946.00	3,250.00	3,250.00
Property Insurance	8,613.00	-	8,613.00	12,000.00	12,000.00
Landscaping Maintenance & Material	22,439.99	102,560.01	125,000.00	125,000.00	125,000.00
Total General & Administrative Expenses	\$ 114,954.00	\$ 148,163.16	\$ 263,117.16	\$ 250,850.00	\$ 287,550.00
<u>Pool & Clubhouse</u>					
Maintenance Staff	\$ -	3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Facility Management	-	3,000.00	3,000.00	3,000.00	3,000.00
Electric	4,478.98	5,521.02	10,000.00	10,000.00	10,000.00
Internet/Phone	4,970.57	375.00	5,345.57	1,000.00	1,000.00
Facility Repair & Maintenance	1,194.00	1,306.00	2,500.00	2,500.00	2,500.00
Pest Control	-	500.00	500.00	500.00	500.00
Janitorial Expenses	-	-	-	-	6,000.00
Pool Maintenance & Repairs	9,925.00	7,000.00	16,925.00	8,400.00	12,000.00
Water	1,085.54	3,914.46	5,000.00	5,000.00	5,000.00
Total Pool & Clubhouse Expenses	\$ 21,654.09	\$ 24,616.48	\$ 46,270.57	\$ 33,400.00	\$ 43,000.00
Total Expenses	\$ 136,608.09	\$ 172,779.64	\$ 309,387.73	\$ 284,250.00	\$ 330,550.00
Income (Loss) from Operations	\$ 56,637.64	\$ 55,445.03	\$ (25,137.73)	\$ -	\$ -
<u>Other Income (Expense)</u>					
Other Income	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -
Interest Income	102.40	-	102.40	-	-
Total Other Income (Expense)	\$ 402.40	\$ -	\$ 402.40	\$ -	\$ -
Net Income (Loss)	\$ 57,040.04	\$ 55,445.03	\$ (24,735.33)	\$ -	\$ -

Towne Park CDD
Proposed FY 2019 - 2020 CDD O&M Assessments

<u>Development Phase</u>	<u>Planned Lots</u>	<u>Acreage</u>	<u>ERU per Lot</u>	<u>ERU per Lot for FY 19-20 O&M</u>	<u>Total ERUs</u>	<u>Net O&M Assmt. per Phase</u>	<u>Net O&M per Lot</u>	<u>O&M Assmt. per Lot if Paid in November*</u>	<u>Gross O&M Assmt. per Lot**</u>
Phase 2A Single-Family (Platted)	148		1.00	1.000	148	\$67,366.29	\$455.18	\$469.26	\$489.44
Phase 2B Single-Family (Platted?)	130		1.00	1.000	130	\$59,173.09	\$455.18	\$469.26	\$489.44
Phase 3A Single-Family (Platted?)	433		1.00	1.000	433	\$197,091.92	\$455.18	\$469.26	\$489.44
Phase 3B (Acreage)		88	0.05	0.050	4.4	\$2,002.78	\$22.76	\$23.46	\$24.47
Phase 3C (Acreage)		216	0.05	0.050	10.8	\$4,915.92	\$22.76	\$23.46	\$24.47
Totals	711	304			726	\$330,550			

*Amount paid if the property owner takes full advantage of the statutory 4.0% early payment discount.

**Values include a total 7.0% gross-up to account for the early payment discount and the fees charged by the county property appraiser and/or tax collector.

Towne Park CDD
FY20 Debt Service Proposed Budget

	FY 2019 Budget	FY 2020 Budget Series 2016	FY 2020 Budget Series 2018 3A	FY 2020 Budget Series 2018 2B
REVENUES:				
Series 2016	\$266,306.25	\$288,706.25	\$987,953.14	\$317,678.14
TOTAL REVENUES	\$266,306.25	\$288,706.25	\$987,953.14	\$317,678.14
EXPENDITURES:				
Series 2016 - Interest 11/01/2018	\$67,893.75			
Series 2016 - Principal 11/01/2018	\$30,000.00			
Series 2016 - Interest 05/01/2019	\$67,143.75			
Series 2016 - Interest 11/01/2019		\$80,318.75		
Series 2016 - Principal 11/01/2019		\$50,000.00		
Series 2016 - Interest 05/01/2020		\$79,193.75		
Series 2018 3A - Interest 11/01/2019			\$278,684.38	
Series 2018 3A - Principal 11/01/2019			\$155,000.00	
Series 2018 3A - Interest 05/01/2020			\$277,134.38	
Series 2018 2B - Interest 11/01/2019				\$89,559.38
Series 2018 2B - Principal 11/01/2019				\$50,000.00
Series 2018 2B - Interest 05/01/2020				\$89,059.38
TOTAL EXPENDITURES	\$165,037.50	\$209,512.50	\$710,818.76	\$228,618.76
EXCESS REVENUES/ (EXPENDITURES)	\$101,268.75	\$79,193.75	\$277,134.38	\$89,059.38
Series 2016 - Principal and Interest 11/01/2019	\$101,268.75			
Series 2016 - Interest 11/01/2020		\$79,193.75		
Series 2018 3A - Interest 11/01/2020			\$277,134.38	
Series 2018 2B - Interest 11/01/2020				\$89,059.38

**Towne Park
Community Development District**

**Contract Agreement between the District and
Polk County Property Appraiser**

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 07, 2018 by and between the Towne Park Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2019 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Towne Park Community Development District.
3. The term of this Agreement shall commence on January 1, 2019 and shall run until December 31, 2019, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the Special District shall provide **proposed assessments no later than Friday, July 19, 2019**, for inclusion on the 2019 TRIM notice which is statutorily mailed within 55 days of July 1. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2019**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2019 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Friday, September 13, 2019** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

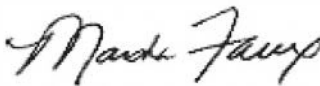
EXECUTED on the date first above written
By:

Special District Representative

Print name

Title

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

Towne Park Community Development District

**Agreement between the District and Absolute
Engineering, Inc. for District Engineering Services**

**AGREEMENT BETWEEN TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT AND ABSOLUTE ENGINEERING, INC. FOR
DISTRICT ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into this 9th day of May, 2019, 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 Polk County, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

ABSOLUTE ENGINEERING, INC., a Florida corporation, with a mailing address of 1000 N. Ashely Drive, Suite 925, Tampa, Florida 33602 (“Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of the City of Lakeland, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the District’s Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

SECTION 1. SCOPE OF SERVICES

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3. Any other items requested by the Board of Supervisors.

SECTION 2. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District, in the substantial form attached hereto as **Exhibit B**. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

SECTION 3. COMPENSATION. It is understood and agreed upon that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

SECTION 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

SECTION 5. TERM OF CONTRACT. It is understood and agreed that this Agreement is for professional engineering services. The prior *Agreement between Towne Park Community Development District and Absolute Engineering, Inc. for Interim Engineering Services*, dated _____, 2019 is hereby terminated and superseded in its entirety by this Agreement. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

SECTION 6. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

SECTION 7. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

SECTION 8. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

SECTION 9. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

SECTION 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

SECTION 12. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional insureds. Engineer shall provide the District with thirty (30) days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

SECTION 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for

the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 14. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under the Agreement.

SECTION 15. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*.

The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

SECTION 16. PUBLIC RECORDS. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the owner in conjunction with this Agreement.

SECTION 17. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

SECTION 18. CONTROLLING LAW. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

SECTION 19. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 6 herein.

SECTION 20. TERMINATION. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as Engineer receives notification by the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be

paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

SECTION 21. NOTICES. All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

SECTION 22. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys’ fees.

SECTION 23. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

**ABSOLUTE ENGINEERING, INC., a
Florida corporation**



Witness



By: Catherine Wertz, P.E.
Its: President

Schedule A
Rate Schedule

AEI HOURLY FEE SCHEDULE

<u>Staff</u>	<u>Hourly Rate</u>
Principal	\$235
Engineering Senior Project Manager, PE	\$170
Engineering Project Manager, PE	\$130
Construction Administration Director	\$120
IT Director	\$120
Engineering Senior Designer	\$100
Senior CADD Tech	\$100
Engineering Project Engineer, EI	\$90
Accounting/Payroll	\$90
Engineering Designer	\$85
Engineering CADD Tech	\$80
Project Coordinator Permitting	\$80
Construction Inspector	\$75
Clerical/Administration	\$40

Exhibit B

_____, 2019

Towne Park Community Development District
Polk County, Florida

Subject: **Work Authorization Number _____**
Towne Park Community Development District

Dear Chairman, Board of Supervisors:

Absolute Engineering, Inc., is pleased to submit this work authorization to provide _____ services for the Towne Park Community Development District. We will provide these services pursuant to our current agreement dated May _____, 2019 ("Engineering Agreement") as follows:

I. Scope of Work

Towne Park Community Development District will engage the services of Absolute Engineering, Inc., as Engineer to perform _____ and attendance at meetings regarding same, as well as to perform other, general engineering services as necessary that the District may require.

II. Fees

Towne Park Community Development District will compensate Absolute Engineering, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement [OR] \$_____ for services provided pursuant to this Work Authorization Number _____. The District will reimburse Absolute Engineering, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Towne Park Community Development District and Absolute Engineering, Inc. with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Hamilton Engineering & Surveying, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Towne Park Community
Development District

Heather E. Wertz, P.E.
Absolute Engineering, Inc.
Date: _____

**Towne Park
Community Development District**

**Developer Funding Agreement
(Riverstone Phase 2)**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND
PIPKIN INVESTMENT, LLC (RIVERSTONE PHASE 2)**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2019, 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 City of Lakeland, Florida (hereinafter "District"), and

PIPKIN INVESTMENT, LLC, a Florida limited liability company, with a mailing address of 2300 N. Scenic Highway, Lake Wales, Florida 33898, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

RECITALS

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

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Riverstone Phase 2 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in **Composite Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

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

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Composite Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

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

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

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

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

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

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

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

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

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

A. If to District: Towne Park Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Pipkin Investment, LLC
2300 N. Scenic Highway
Lake Wales, Florida 33898
Attn: John D. Alexander

With a copy to: Straughn & Turner P.A.
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33883
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

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

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

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

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

[Signatures on next page]

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

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

PIPKIN INVESTMENT, LLC

Print Name: _____

John D. Alexander, Manager

Comp. Exhibit A: *Master Engineer's Report*, dated November 2014, as amended by the
_____, dated _____ 2019

**Towne Park
Community Development District**

**Temporary Construction & Access Easement
Agreement
(Riverstone Phase 2)**

Prepared By and Return To

Roy Van Wyk, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this 15th day of April, 2019, by and between **PIPKIN INVESTMENT, LLC**, a Florida limited liability company, whose mailing address is 2300 N. Scenic Highway, Lake Wales, Florida 33898 ("**Grantor**") in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 ("**Grantee**" or the "**District**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

WITNESSETH:

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

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

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

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

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

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

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

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

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

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

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

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

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

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

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

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest

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

[SIGNATURES CONTAINED ON FOLLOWING PAGES]




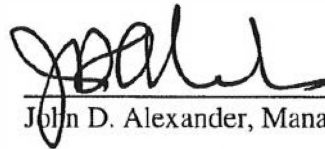
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

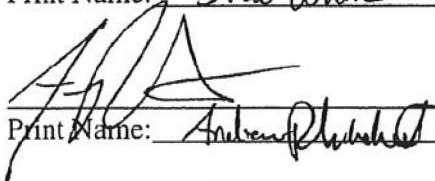
"GRANTOR"

Signed, sealed and delivered
in the presence of:

PIPKIN INVESTMENT, LLC,
a Florida limited liability company

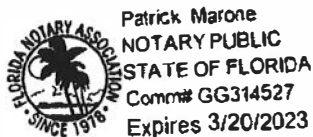

Print Name: Drew White

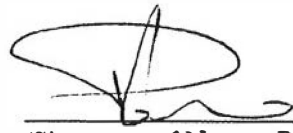

John D. Alexander, Manager


Print Name: Andrew P. Alexander

STATE OF FLORIDA
COUNTY OF Polk

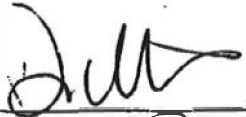
The foregoing instrument was acknowledged before me this 18th day of April, 2019, by John D. Alexander, as an authorized representative of **PIPKIN INVESTMENT, LLC**, a Florida limited liability company. He is personally known to me or has produced _____ as identification.




(Signature of Notary Public)

Patrick Marone
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG314527
My Commission Expires: 3/20/23


Signed, sealed and delivered
in the presence of:


Print Name: Drew White


Print Name: Andrew Phineas

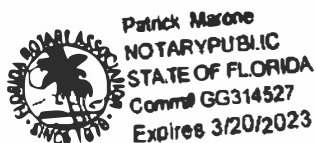
"GRANTEE"


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

By: 
Name: WARREN K. HARTS
Title: BOARD MEMBER

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 18th day of
APRIL, 2019, by WARREN K. HARTS, as BOARD MEMBER of TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government
established pursuant to Chapter 190, *Florida Statutes*. He/She is personally known to me or has
produced _____ as identification.




(Signature of Notary Public)

PATRICK MARONE
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG314527
My Commission Expires: 3/20/23

EXHIBIT A

Legal Description

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND PROCEED N 89° 51' 10" E, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1527.47 FEET; THENCE S 00° 12' 15" E, LEAVING SAID BOUNDARY, A DISTANCE OF 271.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD WHICH BEARS S 20° 26' 10" W, A DISTANCE OF 274.95 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 280.99 FEET TO A POINT OF TANGENCY; THENCE S 41° 04' 35" W, A DISTANCE OF 650.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET AND A CHORD WHICH BEARS S 33° 48' 01" W, A DISTANCE OF 506.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 507.97 FEET TO A POINT OF TANGENCY; THENCE S 26° 31' 27" W, A DISTANCE OF 179.05 FEET; THENCE N 80° 32' 49" W, A DISTANCE OF 315.07 FEET; THENCE S 22° 48' 34" W, A DISTANCE OF 206.65 FEET; THENCE S 45° 06' 09" E, A DISTANCE OF 49.06 FEET; THENCE S 13° 05' 43" E, A DISTANCE OF 50.97 FEET; THENCE S 07° 42' 14" E, A DISTANCE OF 80.32 FEET; THENCE S 10° 30' 46" E, A DISTANCE OF 43.22 FEET; THENCE S 15° 49' 43" W, A DISTANCE OF 69.86 FEET; THENCE N 72° 40' 08" W, A DISTANCE OF 28.38 FEET; THENCE S 38° 37' 00" W, A DISTANCE OF 14.20 FEET; THENCE S 63° 05' 43" W, A DISTANCE OF 46.40 FEET; THENCE S 82° 05' 46" W, A DISTANCE OF 94.01 FEET; THENCE S 18° 12' 43" E, A DISTANCE OF 46.39 FEET; THENCE S 66° 16' 22" W, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND A CHORD WHICH BEARS S 18° 01' 14" E, A DISTANCE OF 68.61 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 68.72 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS S 11° 16' 28" W, A DISTANCE OF 60.02 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.75 FEET TO THE END OF SAID CURVE; THENCE S 55° 08' 14" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 121.80 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1090.00 FEET AND A CHORD WHICH BEARS S 70° 50' 28" W, A DISTANCE OF 669.31 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 680.30 FEET TO A POINT OF TANGENCY; THENCE S 88° 43' 15" W, A DISTANCE OF 416.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS S 83° 55' 58" W, A DISTANCE OF 250.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 250.70 FEET TO THE END OF SAID CURVE; THENCE N 10° 51' 19" W, ALONG A RADIAL LINE, A DISTANCE OF 314.09 FEET; THENCE N 27° 34' 01" E, A DISTANCE OF 1799.57 FEET; THENCE N 00° 08' 48" W, A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 51' 12" E, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 374.34 FEET TO THE POINT OF BEGINNING.

Together with a perpetual non-exclusive easement contained in that Declaration and Grant of Cross Easement by and between Riverstone, LLC, a Florida limited liability company and Pipkin Investment, LLC, a Florida limited liability company and Ewell Investment, LLC, a Florida limited liability company to be recorded simultaneously herewith.

**Towne Park
Community Development District**

**Third Supplemental Engineer's Report
(Riverstone Phase 2 – Assessment Area 4)**

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**THIRD SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3B (Assessment Area 4)**

PREPARED FOR:
BOARD OF SUPERVISORS
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:
ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

MAY 2019

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PURPOSE AND SCOPE.....	2
III.	PROPOSED IMPROVEMENTS	2
IV.	PERMITTING	5
V.	CONCLUSION	8

LIST OF TABLES & EXHIBITS

TABLE 1 – Land Use Summary Within the District

TABLE 2 – Summary of Opinion of Probable Costs

EXHIBIT 1 – Map of Phase 3B

EXHIBIT 2 – Legal Description of Phase 3B

TOWNE PARK
THIRD SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3B (Assessment Area 4)

I. INTRODUCTION

The Towne Park Community Development District (the "District" or the "CDD") is located south of West Pipkin Road and north of Ewell Road, just east of County Line Road, in the City of Lakeland, Polk County, Florida. The District currently contains approximately 587 acres, and is expected to consist of 1,453 single family and/or multi-family residential units, recreation and amenity areas, parks, and associated infrastructure.

The CDD was established under City of Lakeland Ordinance No. 14-051, which was passed by the City Council on November 3, 2014. The CDD will own and operate the roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Community.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory requirements of the City of Lakeland, Polk County, Southwest Florida Water Management District (SWFWMD), and other agencies with regulatory jurisdiction over the development. An overall estimate of probable cost is provided in Table 2 of this report.

The development plan prepared by the CDD reflects the present intentions of the CDD. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the Towne Park Community (the "Community"). The CDD reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable levels of benefits to the community served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

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

All roadway improvements, sidewalks, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Community will be owned and maintained by the CDD. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to City of Lakeland for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in Phases 3B of the Community. Phase 3B is currently designed and being permitted for 277 single family residential units and their associated infrastructure. This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

This report should be reviewed in conjunction with the Master Engineer's Report.

III. PROPOSED IMPROVEMENTS

The infrastructure improvements for Phase 3B include the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries and will be owned and operated by the District. Stormwater runoff is collected via roadway curb and gutter to storm inlets, which are connected by storm culverts. The storm culverts convey the runoff into the proposed detention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve

water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City of Lakeland, Polk County and SWFWMD.

FEMA Community Panel No. 12105C-0460G (dated 12/22/2016) demonstrates that the property is located within Flood Zones A & X. Floodplain compensation will be required for any fill placed within Flood Zone A. Additionally, there are existing wetlands on site that have been delineated and approved by the appropriate regulatory agencies for such purposes.

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

Roadways

The proposed local public roadway sections will be owned by the District and are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Roadway underdrains may be provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and block numbers, which will be utilized by the residents and public. It is intended that the CDD will bond all public roadway improvements.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Lakeland Public Utilities. The water system will be a "looped" system consisting of 6" diameter PVC and DIP water lines. These facilities will be installed within the proposed public rights-of-way within the District. The water system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system consisting of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. An existing pump station constructed in Phase 3A will serve Phase 3B.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Entry Features / Landscaping & Irrigation / Amenities:

District improvements will include entry features at the primary access points on Medulla Road. These features will include signage identifying the community, as well as buffer walls, fencing, landscaping and irrigation to enhance the entrance. The District will own, operate and maintain these features.

The District will provide streetscape along the local collector roads as required by the City of Lakeland Land Development Code. Landscaping and irrigation will also be provided within the local collector road rights-of-way and other common areas provided throughout the Community. The District will maintain the streetscape, landscape, and irrigation systems as they are placed into service.

There are several tracts within the Community that are reserved for recreational use.

Anticipated development includes a clubhouse with paved parking area, swimming pool, multi-purpose fields, tennis courts, multi-purpose fields, parks and open spaces. The District will operate and maintain the public facilities constructed within these areas.

Miscellaneous:

Upon completion of each phase of these improvements, inspection / certifications will be obtained from SWFWMD, the Polk County Health Department (water distribution system), Department of Environmental Protection (DEP, wastewater collection) and the City of Lakeland.

The stormwater improvements, roadways, water and wastewater facilities, entry features, amenities, landscaping and irrigation, mitigation area(s), and certain permits and professional fees as described in this report, are being financed by the District with the intention of benefiting all of the developable real property within this phase. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a mixed use planned development.

III. PERMITTING

All required construction permits for Phase 3B have not yet been obtained, including SWFWMD Environmental Recourse Permit (ERP). There are no proposed impacts to Army Corps of Engineer (ACOE) jurisdictional wetlands within the project boundaries, therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

Permits / Approvals	Approval / Expected Date
Zoning Approval (Lakeland)	PUD 17-066
Preliminary Plat (Lakeland)	Expected April 2019
SWFWMD ERP	43043355.001
Construction Permits (Lakeland)	Expected April 2019
FDEP Water	May 2019
FDEP Sewer	May 2019

IV. CONCLUSION

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

The *Opinion of Probable Costs* of the infrastructure is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in Polk County. Furthermore, the quantities are a derivative of line items from specific construction documents and construction contracts as of this date. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activity, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the Project construction continues in a timely manner, it is our professional opinion that the proposed public improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in Polk County, which we believe to be necessary in order to facilitate estimated costs associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed project can be completed at the cost as stated.

TOWNE PARK
Community Development District

Table 1 – Land Use Summary Within The District Boundaries

Distribution by Land Use ⁽¹⁾

Land Use	TOTAL (acres)	Percentage
Stormwater Ponds	18.8	26.4 %
Residential	43.48	61.2 %
Commercial	0	0 %
Wetland / Conservation	4.8	6.8 %
Recreation/ Open Space	4	5.6 %
TOTAL	71.08	100.0 %

Distribution by Lot Size ⁽²⁾

Phase	SF Lots	MF Units	TOTAL	Percentage
TOTAL	277	0	277	100.0 %

Notes:

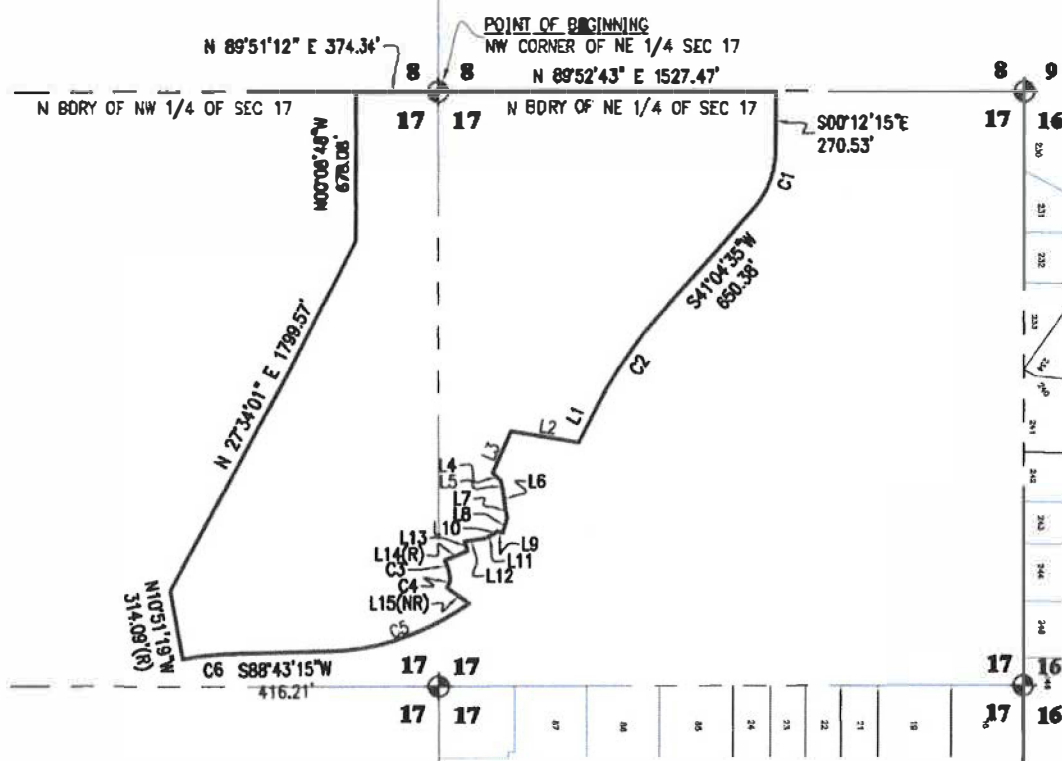
1. Figures are approximate; Areas may change upon final layout
2. Lot widths subject to change

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

Number of Lots	277
Infrastructure ⁽³⁾⁽⁶⁾	Phase 3B ⁽¹⁾
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 1,296,972
Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾	\$ 1,718,985
Roadway ⁽⁴⁾	\$ 2,397,312
Entry Feature & Signage ⁽⁷⁾	\$ 608,470
Contingency	\$ 903,261
TOTAL	\$ 6,925,000

1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks. Any land acquisitions will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads.
3. Includes Stormwater pond excavation.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering. All roadways will be public and accessible by public.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Lakeland Electric for the street light poles and lighting service.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 26°31'27" W	179.05'
L2	N 80°32'49" W	315.07'
L3	S 22°48'34" W	206.65'
L4	S 45°08'09" E	48.08'
L5	S 13°05'43" E	50.97'
L6	S 07°42'14" E	80.32'
L7	S 10°30'46" E	43.22'
L8	S 15°49'43" W	69.86'
L9	N 72°40'06" W	28.38'
L10	S 38°37'00" W	14.20'
L11	S 63°05'43" W	46.40'
L12	S 82°05'46" W	94.01'
L13	S 18°12'43" E	48.38'
L14	S 66°16'22" W	110.00'
L15	S 55°08'14" E	121.80'

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	390.00'	S 20°26'10" W	274.95'	280.99'	41°16'50"
C2	2000.00'	S 33°48'01" W	508.60'	507.97'	14°33'08"
C3	345.00'	S 18°01'14" E	68.81'	68.72'	11°24'48"
C4	75.00'	S 11°16'28" W	60.02'	61.75'	47°10'36"
C5	1090.00'	S 70°50'28" W	669.31'	680.30'	35°45'35"
C6	1500.00'	S 83°55'58" W	250.41'	250.70'	9°34'34"

LEGEND:
(R) = RADIAL
(NR) = NON-RADIAL
BDRY = BOUNDARY
SEC = SECTION
R/W = RIGHT-OF-WAY



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB 7013

TEL (813) 250-3535
FAX (813) 250-3636

RIVERSTONE - POD 2
POLK COUNTY, FLORIDA

SEC TWP RGE
17-29-23

JOB NUMBER
03550.0001

SCALE
AS SHOWN

DATE
02/07/2018

2/2

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND PROCEED N 89° 52' 43" E, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1527.47 FEET; THENCE S 00° 12' 15" E, LEAVING SAID BOUNDARY, A DISTANCE OF 270.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD WHICH BEARS S 20° 26' 10" W, A DISTANCE OF 274.95 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 280.99 FEET TO A POINT OF TANGENCY; THENCE S 41° 04' 35" W, A DISTANCE OF 650.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET AND A CHORD WHICH BEARS S 33° 48' 01" W, A DISTANCE OF 506.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 507.97 FEET TO A POINT OF TANGENCY; THENCE S 26° 31' 27" W, A DISTANCE OF 179.05 FEET; THENCE N 80° 32' 49" W, A DISTANCE OF 315.07 FEET; THENCE S 22° 48' 34" W, A DISTANCE OF 206.65 FEET; THENCE S 45° 06' 09" E, A DISTANCE OF 49.06 FEET; THENCE S 13° 05' 43" E, A DISTANCE OF 50.97 FEET; THENCE S 07° 42' 14" E, A DISTANCE OF 80.32 FEET; THENCE S 10° 30' 46" E, A DISTANCE OF 43.22 FEET; THENCE S 15° 49' 43" W, A DISTANCE OF 69.86 FEET; THENCE N 72° 40' 08" W, A DISTANCE OF 28.38 FEET; THENCE S 38° 37' 00" W, A DISTANCE OF 14.20 FEET; THENCE S 63° 05' 43" W, A DISTANCE OF 46.40 FEET; THENCE S 82° 05' 46" W, A DISTANCE OF 94.01 FEET; THENCE S 18° 12' 43" E, A DISTANCE OF 46.39 FEET; THENCE S 66° 16' 22" W, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND A CHORD WHICH BEARS S 18° 01' 14" E, A DISTANCE OF 68.61 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 68.72 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS S 11° 16' 28" W, A DISTANCE OF 60.02 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.75 FEET TO THE END OF SAID CURVE; THENCE S 55° 08' 14" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 121.80 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1090.00 FEET AND A CHORD WHICH BEARS S 70° 50' 28" W, A DISTANCE OF 669.31 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 680.30 FEET TO A POINT OF TANGENCY; THENCE S 88° 43' 15" W, A DISTANCE OF 416.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS S 83° 55' 58" W, A DISTANCE OF 250.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 250.70 FEET TO THE END OF SAID CURVE; THENCE N 10° 51' 19" W, ALONG A RADIAL LINE, A DISTANCE OF 314.09 FEET; THENCE N 27° 34' 01" E, A DISTANCE OF 1799.57 FEET; THENCE N 00° 08' 48" W, A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 51' 12" E, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 374.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 88.03 ACRES, MORE OR LESS

Aaron J. Murphy, PSM
Date
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013



3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB7013

TEL (813) 250-3535
FAX (813) 250-3636

RIVERSTONE – POD 2
POLK COUNTY, FLORIDA

SECTION
17-29-23

JOB NUMBER
03550.0001

SCALE
AS SHOWN

DATE
02/07/2018

SHEET
1/2

**Towne Park
Community Development District**

Conveyance to the District

(provided under separate cover)

**Towne Park
Community Development District**

Payment Authorization Nos. 106

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #106

4/23/2019

Item No.	Payee	Invoice Number	General Fund
1	Floralawn Clubhouse - Aeration	84710	\$ 125.00
2	Grunit Pool Service & Maintenance -April 2019	1150	\$ 1,350.00
3	Lakeland Electric Billing Date 04.03.2019 - 3606 Peregrine Way #W/I	3555225-2019.4	\$ 106.83
	Billing Date 04.03.2019 - 5107 White Egret Ln #W/I	3555224-2019.4	\$ -
	Billing Date 04.03.2019 - 3883 White IBIS Rd #Rec	3568145-2019.4	\$ 701.21
4	PFM Group Consulting LLC DM Fee and Reimbursables - 2019.4	DM-04-2019-0065	\$ 2,158.33
5	Supervisors Meeting 2/14/19 Scott Shapiro	-	\$ 200.00
	Brian Walsh	-	\$ 200.00
	Joel Adams	-	\$ 200.00
	Jeffrey Shenefield	-	\$ 200.00
6	Supervisors Meeting 4/11/19 Rennie Heath	-	\$ 200.00
	Scott Shapiro	-	\$ 200.00
	Brian Walsh	-	\$ 200.00
	Joel Adams	-	\$ 200.00
TOTAL			\$ 6,041.37


Chairperson

**Towne Park
Community Development District**

Monthly Financials

Towne Park CDD
Statement of Financial Position
As of 4/30/2019

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
			<u>Assets</u>		
<u>Current Assets</u>					
General Checking Account	\$136,327.32				\$136,327.32
Deposits	4,350.00				4,350.00
Debt Service Reserve Bond		\$135,837.50			135,837.50
Debt Service Reserve S2018 2B Project		183,520.01			183,520.01
Debt Service Reserve S2018 3A Project		567,440.00			567,440.00
Revenue Bond		32,782.63			32,782.63
Revenue S2018 2B Project		2,594.09			2,594.09
Revenue S2018 3A Project		7,943.40			7,943.40
Interest Bond		50,418.76			50,418.76
Interest S2018 2B Project		6,455.90			6,455.90
Interest S2018 3A Project		6,460.93			6,460.93
Prepayment Bond		217,699.75			217,699.75
Capitalized Interest S2018 2B Project		91,335.14			91,335.14
Capitalized Interest S2018 3A Project		283,723.10			283,723.10
Acquisition/Construction Bond			\$2,653.31		2,653.31
Acquisition/Construction S2018 2B Project			489,492.96		489,492.96
Acquisition/Construction S2018 3A Project			2,604,293.80		2,604,293.80
Total Current Assets	\$140,677.32	\$1,586,211.21	\$3,096,440.07	\$0.00	\$4,823,328.60
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,586,221.21	\$1,586,221.21
Amount To Be Provided				14,078,778.79	14,078,778.79
Total Investments		\$0.00	\$0.00	\$15,665,000.00	\$15,665,000.00
Total Assets	<u>\$140,677.32</u>	<u>\$1,586,211.21</u>	<u>\$3,096,440.07</u>	<u>\$15,665,000.00</u>	<u>\$20,488,328.60</u>
			<u>Liabilities and Net Assets</u>		
<u>Current Liabilities</u>					
Accounts Payable	\$762.74				\$762.74
Accounts Payable			\$1,063.45		1,063.45
Retainage Payable S2018 2B Project			197,410.49		197,410.49
Retainage Payable S2018 3A Project			509,411.13		509,411.13
Total Current Liabilities	\$762.74	\$0.00	\$707,885.07	\$0.00	\$708,647.81
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$15,665,000.00	\$15,665,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$15,665,000.00	\$15,665,000.00
Total Liabilities	<u>\$762.74</u>	<u>\$0.00</u>	<u>\$707,885.07</u>	<u>\$15,665,000.00</u>	<u>\$16,373,647.81</u>

Towne Park CDD
Statement of Financial Position
As of 4/30/2019

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$338.00				\$338.00
Net Assets - General Government	30,644.28				30,644.28
Current Year Net Assets - General Government	108,932.30				108,932.30
Net Assets, Unrestricted		\$2,053,558.68			2,053,558.68
Current Year Net Assets, Unrestricted		(467,347.47)			(467,347.47)
Net Assets, Unrestricted			\$9,967,537.59		9,967,537.59
Current Year Net Assets, Unrestricted			(7,578,982.59)		(7,578,982.59)
Total Net Assets	\$139,914.58	\$1,586,211.21	\$2,388,555.00	\$0.00	\$4,114,680.79
Total Liabilities and Net Assets	\$140,677.32	\$1,586,211.21	\$3,096,440.07	\$15,665,000.00	\$20,488,328.60

Towne Park CDD
Statement of Activities (YTD)
As of 4/30/2019

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$56,025.33				\$56,025.33
Off-Roll Assessments	137,220.40				137,220.40
Other Income & Other Financing Sources	300.00				300.00
On-Roll Assessments		\$43,372.88			43,372.88
Off-Roll Assessments		36,491.07			36,491.07
Other Assessments		445,208.15			445,208.15
Developer Contributions			\$5,987.65		5,987.65
Total Revenues	\$193,545.73	\$525,072.10	\$5,987.65	\$0.00	\$724,605.48
<u>Expenses</u>					
Supervisor Fees	\$3,000.00				\$3,000.00
D&O Insurance	2,356.00				2,356.00
Trustee Services	2,587.50				2,587.50
Management	14,583.31				14,583.31
Dissemination Agent	5,500.00				5,500.00
District Counsel	13,888.06				13,888.06
Assessment Administration	5,000.00				5,000.00
Audit	5,075.00				5,075.00
Travel and Per Diem	278.59				278.59
Telephone	35.53				35.53
Postage & Shipping	177.16				177.16
Copies	228.75				228.75
Legal Advertising	844.24				844.24
Miscellaneous	1,500.00				1,500.00
Web Site Maintenance	525.00				525.00
Dues, Licenses, and Fees	175.00				175.00
Clubhouse Electric	4,478.98				4,478.98
Water	5,450.87				5,450.87
Clubhouse Water	1,085.54				1,085.54
Lake/Pond Repair & Maintenance	19,750.00				19,750.00
Amenity - Pool Maintenance	9,925.00				9,925.00
Amenity - Internet	4,970.57				4,970.57
General Insurance	2,946.00				2,946.00
Property & Casualty	8,613.00				8,613.00
Irrigation	150.20				150.20
Landscaping Maintenance & Material	22,289.79				22,289.79
Facility Repair & Maintenance	1,194.00				1,194.00
Inter-Fund Transfers	(51,892.26)				(51,892.26)
Principal Payments Bond		\$630,000.00			630,000.00
Interest Payments Bond		336,556.93			336,556.93
Inter-Fund Transfers		37,911.98			37,911.98
Engineering			\$69,713.50		69,713.50
District Counsel			6,481.15		6,481.15
Contingency			7,563,067.23		7,563,067.23
Inter-Fund Transfers			13,980.28		13,980.28
Total Expenses	\$84,715.83	\$1,004,468.91	\$7,653,242.16	\$0.00	\$8,742,426.90

Towne Park CDD
Statement of Activities (YTD)
As of 4/30/2019

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest	\$6.09				\$6.09
Interest Income	96.31				96.31
Interest Income		\$12,049.34			12,049.34
Interest Income			\$68,271.92		68,271.92
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$102.40</u>	<u>\$12,049.34</u>	<u>\$68,271.92</u>	<u>\$0.00</u>	<u>\$80,423.66</u>
Change In Net Assets	\$108,932.30	(\$467,347.47)	(\$7,578,982.59)	\$0.00	(\$7,937,397.76)
Net Assets At Beginning Of Year	<u>\$30,982.28</u>	<u>\$2,053,558.68</u>	<u>\$9,967,537.59</u>	<u>\$0.00</u>	<u>\$12,052,078.55</u>
Net Assets At End Of Year	<u><u>\$139,914.58</u></u>	<u><u>\$1,586,211.21</u></u>	<u><u>\$2,388,555.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,114,680.79</u></u>

Towne Park CDD
Budget to Actual
For the Month Ending 4/30/2019

	Year To Date			
	Actual	Budget	Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 56,025.33	\$ 51,800.00	\$ 4,225.33	\$ 88,800.00
Off-Roll Assessments	\$ 137,220.40		\$ 137,220.40	
Developer Collections	-	114,012.50	(114,012.50)	195,450.00
Net Revenues	\$ 193,245.73	\$ 165,812.50	\$ 27,433.23	\$ 284,250.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,000.00	\$ 2,333.33	\$ 666.67	\$ 4,000.00
D&O Insurance	2,356.00	1,516.67	839.33	2,600.00
Trustee Services	2,587.50	2,333.33	254.17	4,000.00
Management	14,583.31	14,583.33	(0.02)	25,000.00
Engineering	-	2,916.67	(2,916.67)	5,000.00
Assessment Administration	5,000.00	-	5,000.00	-
Dissemination Agent	5,500.00	2,333.33	3,166.67	4,000.00
District Counsel	13,888.06	8,750.00	5,138.06	15,000.00
Audit	5,075.00	3,791.67	1,283.33	6,500.00
Travel and Per Diem	278.59	291.67	(13.08)	500.00
Telephone	35.53	116.67	(81.14)	200.00
Postage & Shipping	177.16	87.50	89.66	150.00
Copies	228.75	875.00	(646.25)	1,500.00
Legal Advertising	844.24	1,750.00	(905.76)	3,000.00
Miscellaneous	1,500.00	11,666.67	(10,166.67)	20,000.00
Web Site Maintenance	525.00	525.00	-	900.00
Dues, Licenses, and Fees	175.00	145.83	29.17	250.00
Water	5,450.87	4,666.67	784.20	8,000.00
Pond Maintenance	19,750.00	5,833.33	13,916.67	10,000.00
General Insurance	2,946.00	1,895.83	1,050.17	3,250.00
Property & Casualty	8,613.00	7,000.00	1,613.00	12,000.00
Landscaping Maintenance & Material	22,439.99	72,916.67	(50,476.68)	125,000.00
Total General & Administrative Expenses	\$ 114,954.00	\$ 146,329.17	\$ (31,375.17)	\$ 250,850.00
<u>Pool & Clubhouse</u>				
Maintenance Staff	\$ -	\$ 1,750.00	\$ (1,750.00)	\$ 3,000.00
Facility Management	-	1,750.00	(1,750.00)	3,000.00
Clubhouse Electric	4,478.98	5,833.33	(1,354.35)	10,000.00
Amenity - Internet	4,970.57	583.33	4,387.24	1,000.00
Facility Repair & Maintenance	1,194.00	1,458.33	(264.33)	2,500.00
Pest Control	-	291.67	(291.67)	500.00
Clubhouse & Pool Maintenance	9,925.00	4,900.00	5,025.00	8,400.00
Water	1,085.54	2,916.67	(1,831.13)	5,000.00
Total Pool & Clubhouse Expenses	\$ 21,654.09	\$ 19,483.33	\$ 2,170.76	\$ 33,400.00
Total Expenses	\$ 136,608.09	\$ 165,812.50	\$ (29,204.41)	\$ 284,250.00
Income (Loss) from Operations	\$ 56,637.64	\$ -	\$ 56,637.64	\$ -
<u>Other Income (Expense)</u>				
Other Income	\$ 300.00	-	300.00	-
Interest Income	102.40	-	102.40	-
Total Other Income (Expense)	\$ 402.40	\$ -	\$ 402.40	\$ -
Net Income (Loss)	\$ 57,040.04	\$ -	\$ 57,040.04	\$ -



April 17, 2019

Sonali Patil - Asst District Manager
Fishkind & Associates - PFM
12051 Corporate Blvd.
Orlando, Florida 32817-1450

RE: Towne Park Community Development District Registered Voters

Dear Ms. Patil,

In response to your request, there are currently **144** voters within the Towne Park Community Development District. This number of registered voters in said District is as of **April 15, 2019**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Lori Edwards". The signature is written in a cursive, flowing style.

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831
PHONE: (863) 534-5888 Fax: (863) 845-2718
PolkElections.com

Para asistencia en Español, por favor de llamar al (863) 534-5888