

Towne Park Community Development District

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The following is the proposed agenda for the Board of Supervisors' Meeting for the Towne Park Community Development District, scheduled to be held **Thursday, November 14, 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:

Call in Number: **1-844-621-3956**
Access code: **790 393 986#**

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 October 10, 2019 Board of Supervisors Meeting

Business Matters

2. Consideration of Matters Relative to Assessment Area 3C, Series 2019 Bonds

A. Public Hearing on the Imposition of Special Assessments

- Public Comments and Testimony
- Board Comments
- **Consideration of Resolution 2020-04, Levying Debt Special Assessment**

B. Consideration of Supplemental Assessment Methodology Report, Dated October 13, 2019

C. Consideration of Resolution 2020-05, Supplemental Assessment Resolution

D. Consideration of Developer Agreement

- True-Up Agreement
- Acquisition Agreement
- Collateral Assignment
- Completion Agreement

3. Consideration of Resolution 2020-06, Adopting a Fiscal Year 2018/2019 Amended Budget

4. Consideration of Resolution 2020-07, Resetting the Public Date on the Adoption of the Amended and Restated Rules of Procedure

5. Consideration of Agreement between the District and Fuqua Janitorial Services

6. Consideration of Landscaping Addendum from FloraLawn
7. Ratification of Construction Funding Agreement
8. Ratification of Temporary Construction and Access Easement
9. Ratification of Conveyance Documents *(provided under separate cover)*
10. Ratification of Payment Authorization No. 120 – 125
11. Consideration of Monthly Financials

Other Business

Staff Reports

District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment

**Towne Park
Community Development District**

Minutes

MINUTES OF MEETING

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS' MEETING

Thursday, October 10, 2019 at 11:00 a.m.

The Offices of Highland Homes

3020 S. Florida Avenue, Suite 101

Lakeland, Florida 33803

Board Members present at roll call:

| | | |
|--------------------|--------------|-------------|
| Brian Walsh | Board Member | |
| Jeffery Shenefield | Board Member | |
| Joel Adams | Board Member | |
| Scott Shapiro | Board Member | (via phone) |

Also Present:

| | | |
|------------------|----------------------------|-------------|
| Michelle Rigoni | Hopping Green & Sams, P.A. | |
| Jane Gaarlandt | PFM | |
| Keven Plenzler | PFM | (via phone) |
| Sonali Patil | PFM | (via phone) |
| Heather E. Wertz | Absolute Engineering | (via phone) |
| Ashton Bligh | Greenberg Traurig, P.A. | (via phone) |

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at approximately 11:00 a.m. The Board Members and staff in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Gaarlandt noted that there were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the September 12, 2019 Board of Supervisors' Meeting

Mr. Shapiro joined the meeting via speakerphone.

The Board reviewed the minutes of the September 12, 2019 Board of Supervisors' Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Minutes of the September 12, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Matters Relative to Phase 3 C (Assessment Area 3C), Series 2019 Bonds

- a) Presentation of Fourth Supplemental Engineer's Report**
- b) Presentation of Second Amended and Restated Master Assessment Methodology**
- c) Resolution 2020-01, Declaring Special Assessment**
- d) Resolution 2020-02, Setting a Public Hearing on the Imposition of Special Assessments**
- e) Resolution 2020-03, Amended Delegation Resolution**

Ms. Wertz presented the Fourth Supplemental Engineer's Report. The total construction cost for the infrastructure improvements is \$6,500,000.00. It is her professional opinion that public infrastructure costs for the District provided in this Report are reasonable to complete the construction of the infrastructure and it the public infrastructure improvements will benefit and add value to lands within the District at least equal to the cost of such improvements. Ms. Rigoni stated that it is her understanding that there are some infrastructure improvements included in the Fourth Supplemental Engineer's Report that were not originally in the original Engineer's Report. Ms. Wertz stated that the original Engineer's Report did not cover the whole project. Ms. Rigoni stated that the District is gearing up to levy additional assessments on Phase 3C lands and she wanted Ms. Wertz to confirm for the record that the costs as presented today exceed that original cost estimate amount. Ms. Wertz so confirmed.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Fourth Supplemental Engineer's Report.

Mr. Plenzler presented the Second Amended and Restated Master Assessment Methodology for Phase 3C. This outlines the maximum assessments securing the repayment of the Bonds that could be issued by the District to fund the Capital Improvements benefitting the lands within the District's Phase 3C. 186 single family lots are planned for the District's Phase 3C. The Capital

Improvement costs provided by the District's Engineer for Phase 3C are \$6,500,000.00 as shown on Table 3 page 6. The District estimates funding the \$6,500,000.00 of Phase 3C Capital Improvements via Bond Principle totaling a maximum of \$8,225,000.00 Table 5 outlines the maximum Bond par and annual assessments for the lots within the District's Phase 3C. The per-lot assessments are \$44,220.00 in Principle and \$2,877.00 in annual assessments. Mr. Plenzler analyzed the Bonds Debt Service Assessments on both an acreage and per lot basis and finds them to be reasonably and equitably allocated. He also found that the benefits received by each of the benefitted properties exceed the levied assessments.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4) dated October 2019.

Ms. Rigoni presented Resolution 2020-01, Declaring Special Assessments. The current development plan includes additional infrastructure costs in Phase 3C that were not originally contemplated in the Master Engineer's Report and the Master Assessment Methodology so in order to levy additional assessments on Phase 3C lands the District must go through the assessment process again. This declaring resolution starts that process. This will levy additional assessments on Phase 3C only. It is the District Engineer's opinion that the additional infrastructure only specially benefits assessment area 3C. Mr. Adams asked if assessment area 3C has been assessed prior. Ms. Rigoni responded that assessment area 3C has been assessed prior via a Master Lien but the current development costs will exceed that maximum.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-01, Declaring Special Assessments.

The suggested public hearing date is November 14, 2019 at this location.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-02, setting November 14, 2019 at The Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 at 11:00 a.m. as the Public Hearing on the Imposition of Special Assessments.

Ms. Bligh presented Resolution 2020-03, Amended Delegation Resolution. The Board previously adopted the Delegation Resolution on September 12, 2019 but his resolution is rescinding that resolution due to the change in development plans previously discussed and accounted for in the Supplements Engineer's Report and the Amended and Restated methodology Report adopted at

today's meeting. This resolution contains documents as exhibits to sell one series of Bonds, the assessment area 3C Bonds that the District will issue which are mentioned on page 4 of the resolution. It includes forms of a Fifth Supplemental Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum, the Rule15c-212 Certificate, and the Continuing Disclosure Agreement. Section 4 outlines that Florida Law requires certain findings so the District does not have to do a public offering which are listed in that section. Section 5 includes the revised parameters which are an optional redemption date not later than November 1, 2032. There is also a limitation of the interest rates on the assessment area 3C Bonds. The initial aggregate Principle amount of the assessment area 3C Bonds shall not exceed \$6,000,000.00. The assessment area 3C Bonds shall mature no later than 30 years, which is the maximum term allowed by Florida Law. The price at which the assessment area 3C Bonds shall be sold by FMS shall not be less than 98%. There were no questions from the Board.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-03, Amended Delegation Resolution.

FIFTH ORDER OF BUSINESS

Consideration of Temporary Construction and Easement Agreement

Ms. Rigoni distributed an updated version of the Temporary Construction and Easement Agreement to the Board. This agreement allows the District to carry out the construction activities by providing access.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Temporary Construction and Easement Agreement.

SIXTH ORDER OF BUSINESS

Consideration of Construction Funding Agreement

Ms. Rigoni stated that with this agreement the Developer acknowledges that the District is interested in moving forward with the construction activities and the Developer is acknowledging that the District is without funds to do so but is currently working on issuing the Bonds but in the meantime the Developer agrees to cover the costs, which will be reimbursable by the proceeds of such future issuance of Bonds.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Construction Funding Agreement.

SEVENTH ORDER OF BUSINESS

Consideration of Stewart & Associates Proposal/Agreement for Sodding and Irrigation Installation Services and Materials

The Board reviewed the Stewart & Associates Proposal/Agreement for Sodding and Irrigation Installation Services and Materials.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Stewart & Associates Proposal/Agreement for Sodding and Irrigation Installation Services and Materials, subject to District Counsel drafting the Installation Agreement.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement between the District and VGlobalTech for Website Audit Services

During the budget process the District staff discussed the new requirement for Website Auditing Services for ADA compliance. The cost of \$1,200.00 was considered in the budget process and the website line item was increased accordingly. This agenda item is the actual agreement that puts that special service in place.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Agreement between the District and VGlobalTech for Website Audit Services in the amount of \$1,200.00.

NINTH ORDER OF BUSINESS

Ratification of Payment Authorizations No. 118 - 119

The Board reviewed Payment Authorizations Nos. 118 – 119

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board ratified Payment Authorizations Nos. 118 – 119.

TENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials through the end of September. District accountants are still in the process of closing out the fiscal year and it might take 1-2 months before final close out occurs. There was no action required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Rigoni stated that the Developer would like to convey the Amenity Parcel in Riverstone Phase 1 to the District. Mr. Van Wyk had reviewed the form of the deed that was drafted by Developer's Counsel and the associated title work. She requested the Board accept the deed subject to receipt of completed title work, finalization by staff and delegating authority to the Chairman to execute the final form.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board accepted the Deed subject to receipt of completed title work, finalization by staff and delegating authority to the Chairman to execute the final form.

District Engineer – No Report

District Manager – Ms. Gaarlandt explained that District Management went back and requested additional cleaning proposal. Ms. Patil confirmed that District staff has not received a proposal yet but she received an email. District staff requested a proposal for the peak time of the year and will bring the proposal back to the Board at the next meeting. This will bring the District slightly over the adopted line item in the agenda but the budget should remain on track.

Ms. Gaarlandt updated the Board regarding the newly planted trees that were knocked down. A claim has been made with the insurance company. Ms. Patil stated that there was an email from the Claims Adjuster that he planned to go out there and investigate and make a report. Ms. Gaarlandt noted that this was very clearly an act of vandalism. 83 live oaks and 25

magnolias were knocked down. District staff will follow up on that issue and keep the Board informed.

TWELFTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or audience comments.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board adjourned the October 10, 2019 Board of Supervisor's Meeting for the Towne Park Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Towne Park
Community Development District**

**Matters Relative to Assessment Area 3C,
Series 2019 Bonds**

**Towne Park
Community Development District**

Resolution 2020-04

RESOLUTION 2020-04

A RESOLUTION OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING DEBT ASSESSMENT RESOLUTIONS AND MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING DISTRICT PROJECT FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN AMENDED ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Towne Park Community Development District (the “District”) has previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the “Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of the Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct infrastructure improvements including but not limited to stormwater management facilities; roadways; water and wastewater facilities; off-site improvements (turn lanes); electrical utilities (street lighting); entry features and signage; parks and amenities; and other infrastructure project and services

necessitated by the development of, and serving lands within the District (collectively, the “Improvements”).

(c) The Board previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the Improvements described in the District’s *Preliminary Engineer’s Report* dated November 2014, as amended by the *First Amendment to Master Engineer’s Report* dated March 2018 (together, the “Original Engineer’s Report”).

(d) Pursuant to Resolutions 2015-09, 2015-10, 2015-17, 2016-07, 2018-05, 2018-06, 2018-08, 2019-10 and 2019-15 (“Debt Assessment Resolutions”), the District previously evidenced its intent to defray the cost of such Improvements, held required public hearings, and thereafter imposed special assessments to install or acquire the improvements identified in the Original Engineer’s Report, as supplemented, all in accordance with that *Master Assessment Methodology* dated January 21, 2015, as amended and restated by that *Amended and Restated Master Assessment Methodology* dated March 8, 2018, as supplemented (together, “Original Assessment Methodology”).

(e) Thereafter, the Original Engineer’s Report was further supplemented by that *Fourth Supplemental Engineer’s Report Phase 3C (Assessment Area 3C)* dated September 2019 (“Fourth Supplemental Engineer’s Report”, and together with Original Engineer’s Report, the “Engineer’s Report”), adopted and confirmed by the Board on October 10, 2019, which shows future phases of development within the District known as “Phase 3C” (the same lands also referred to as “Assessment Area 3C”).

(f) The plans and specifications for the Improvements are on file at the office of the District Manager c/o PFM Group Consulting LLC, 12501 Corporate Boulevard, Orlando, Florida 32817.

(g) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure Improvements and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(h) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Improvements, the nature and location of which was initially described in Resolution 2015-09 as amended and supplemented further by Resolutions 2018-05, 2019-10, and 2020-01, and is shown in the Engineer’s Report, attached hereto as **Composite Exhibit A** and incorporated herein; (ii) the cost of such Improvements be assessed against the lands specially benefited by such Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(i) The provision of said Improvements, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(j) In order to provide funds with which to pay a portion of the costs of the Improvements which are to be assessed against the benefitted properties, pending the collection of

such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the "Bonds").

(k) By Resolution 2020-01, the Board determined to provide the Improvements, including the Improvements within Phase 3C as set forth in the Fourth Supplemental Engineer's Report, and to defray the costs thereof by making Special Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Improvements prior to the collection of such Special Assessments. Resolution 2020-01 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(l) As directed by Resolution 2020-01, said Resolution 2020-01 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(m) As directed by Resolution 2020-01, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(n) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-02, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(o) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(p) On November 14, 2019, at the time and place specified in the resolution and notice referred to in paragraph (o) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (n) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(q) Having considered the estimated costs of the Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

- i. that the estimated costs of the Improvements is as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and
- ii. it is reasonable, proper, just and right to assess the cost of such Improvements against the properties specially benefited thereby using the method determined

by the Board set forth in the Original Assessment Methodology, as supplemented by that *Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019 (together, the “Assessment Report,” attached hereto as **Composite Exhibit B** and incorporated herein by this reference) to secure the Bonds, which results in the special assessments set forth on the final assessment roll (the “Special Assessments”); and

- iii. it is hereby declared that the Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in Composite Exhibit B; and
- iv. it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain project for construction of Improvements initially described in Resolution 2015-09, as amended and supplemented by Resolutions 2018-05, 2019-10, and 2020-01 and more specifically identified and described in Composite Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Improvements and the costs to be paid by Special Assessments on all specially benefited property are set forth in Composite Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels specially benefited by the Improvements, all as specified in the final assessment roll set forth in Composite Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in Composite Exhibit B, attached hereto, there shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments,

then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Improvements has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of Improvements funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Improvements has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Improvements.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements has been completed and a resolution accepting the Improvements has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments

authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in supplemental assessment methodology reports. As parcels of land or lots are platted, the Special Assessments securing the Bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with such supplemental assessment methodology reports, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in supplemental assessment methodology reports, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the Developer that it intends to develop the unit numbers and types shown in Composite Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Composite Exhibit B from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and

market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Improvements funded by the corresponding series of bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record an amended Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 14th day of November, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Composite Exhibit A:

Preliminary Engineer's Report dated November 2014, as amended by the *First Amendment to Master Engineer's Report* dated March 2018, and supplemented by that *Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)* dated September 2019

Composite Exhibit B:

Master Assessment Methodology dated January 21, 2015, as amended and restated by that *Amended and Restated Master Assessment Methodology* dated March 8, 2018, and further supplemented by that *Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019



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**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

PRELIMINARY ENGINEER'S REPORT**

Prepared for:

**BOARD OF SUPERVISORS
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**LANDMARK ENGINEERING & SURVEYING CORPORATION
8515 PALM RIVER ROAD
TAMPA, FL 33619
PH: 813-621-7841**

November 2014

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

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ENGINEER'S REPORT TOWNE PARK

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 585 acres, and is expected to consist of 2,088 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 Section 3 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 level 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 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 Phase 2 and Phase 3 of the Community. Phase 2 is currently approved and permitted for 207 single family residential units and their associated infrastructure, while Phase 3 is currently planned for up to 1,881 single family and multi-family residential units and their associated infrastructure (no permit applications have been submitted for Phase 3). This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, operate, and maintain specific portions of the proposed capital improvements. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied to this report.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed Site Construction Plans and specifications have been completed and permitted for Phase 2, while Phase 3 is still in planning. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the developer, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The Towne Park Community will consist of up to 2,088 residential units (the "Development") and associated infrastructure. The Development is a planned residential community located between West Pipkin Road and Ewell Road, just east of County Line Road in the City of Lakeland, Polk County, Florida. The Development lies within Sections 8, 9 and 17, Township 23 South, Range 29 East, all within Polk County, Florida. The Development received zoning approval by the City of Lakeland Planning Commission as an R-3 District, and has an underlying Future Land Use Designation of RL (Residential-Low). The Development will be constructed in approximately two (2) master phases, but sub-phasing is expected.

IV. THE PROJECT

The Project consists of public infrastructure in Phases 2 and 3. The primary portions of the Project will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities, entry features, landscaping & irrigation, and amenity areas.

There will also be stormwater structures and conveyance culverts within the Project which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the Project. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Installation of conduit for street lights within the public right of way will be funded by the District.

V. PROPOSED IMPROVEMENTS

The infrastructure improvements include the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. 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-0460F (dated 12/19/2000) 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 public roadway sections 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 4", 6", and 8" diameter PVC 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. No pump station or force mains are required because the project has an existing sanitary sewer pump station adjacent to the site.

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.

Off-Site Improvements

There are no off-site improvements currently planned for the District.

Entry Features / Landscaping & Irrigation / Amenities;

District improvements will include entry features at the primary access points on West Pipkin Road and Ewell 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 operate and maintain these features.

The District will provide streetscape along the local collector roads as required by Hillsborough County Natural Resources Department. 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, 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 the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a mixed use planned development.

VI. PERMITTING

Construction permits for Phase 2 have been obtained, which include the SWFWMD Environmental Recourse Permit (ERP). There are no 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:

PHASE 2

| Permits / Approvals | Approval / Expected Date |
|---------------------------------|---------------------------------|
| Zoning Approval (Lakeland) | October 2014 |
| Preliminary Plat (Lakeland) | December 2014 |
| SWFWMD ERP | February 2015 |
| Construction Permits (Lakeland) | February 2015 |
| FDEP Water | February 2015 |
| FDEP Sewer | February 2015 |

There are no current permit applications filed for Phase 3.

VII. RECOMMENDATIONS

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation of the Community as required by the City of Lakeland, Florida. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City of Lakeland and SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in *Table 2 - Opinion of Probable Costs* for this report are based upon current plan quantities for the infrastructure as shown on construction drawings incorporating specifications in the most recent review comments received from SWFWMD and the City of Lakeland as well as estimated quantities for the future phases.

VIII. REPORT MODIFICATION

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

IX. 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 | Area (acres) | Percentage |
|-------------------------|--------------|------------|
| Stormwater Ponds | 72.0 | 12.3 % |
| Residential | 285.3 | 48.8 % |
| Commercial | 0 | 0 % |
| Wetland / Conservation | 207.5 | 35.5 % |
| Recreation / Open Space | 20.0 | 3.4 % |
| TOTAL | 584.8 | 100.0 % |

Distribution by Lot Size ⁽²⁾

| Phase | SF Lots | MF Units | TOTAL | Percentage |
|-------|--------------------|----------|--------------------|------------|
| 2 | 207 ⁽³⁾ | 0 | 207 ⁽³⁾ | 9.9 % |
| 3 | 1,431 | 450 | 1,881 | 90.1 % |
| TOTAL | 1,638 | 450 | 2,088 | 100.0 % |

Notes:

1. Figures are approximate; Areas may change upon final layout
2. Lot widths subject to change
3. Current approved lot count

TOWNE PARK
Community Development District

Table 2 – Summary of Opinion of Probable Costs ⁽⁶⁾

| Infrastructure ⁽²⁾⁽⁵⁾ | Phase 2 ⁽¹⁾ | Phase 3 ⁽¹⁾ | TOTAL |
|---|------------------------|------------------------|----------------------|
| Stormwater Management ⁽²⁾⁽⁵⁾ | \$ 3,654,000 | \$ 11,088,000 | \$ 14,742,000 |
| Utilities (Water and Sewer) | \$ 1,363,000 | \$ 4,136,000 | \$ 5,499,000 |
| Roadway ⁽³⁾ | \$ 1,305,000 | \$ 3,960,000 | \$ 5,265,000 |
| Entry Feature & Signage ⁽⁷⁾ | \$ 750,000 | \$ 1,450,000 | \$ 2,200,000 |
| Amenities | \$ 1,000,000 | \$ 3,000,000 | \$ 4,000,000 |
| Contingency | \$ 700,000 | \$ 2,500,000 | \$ 3,200,000 |
| TOTAL | \$ 8,772,000 | \$ 26,134,000 | \$ 34,906,000 |

Notes:

1. Infrastructure consists of roadway improvements, stormwater management facilities, water lines, sanitary sewer utilities, entry feature, landscaping and signage, neighborhood parks and recreational facilities
2. Includes stormwater pond excavation, placement of fill, and wetland mitigation.
3. Includes sub-grade, base, asphalt paving, curbing, and civil / site engineering.
4. Includes subdivision infrastructure and civil / site engineering only.
5. Stormwater does not include grading associated with building pads.
6. Estimates are based on 2013 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

TOWNE PARK
Community Development District

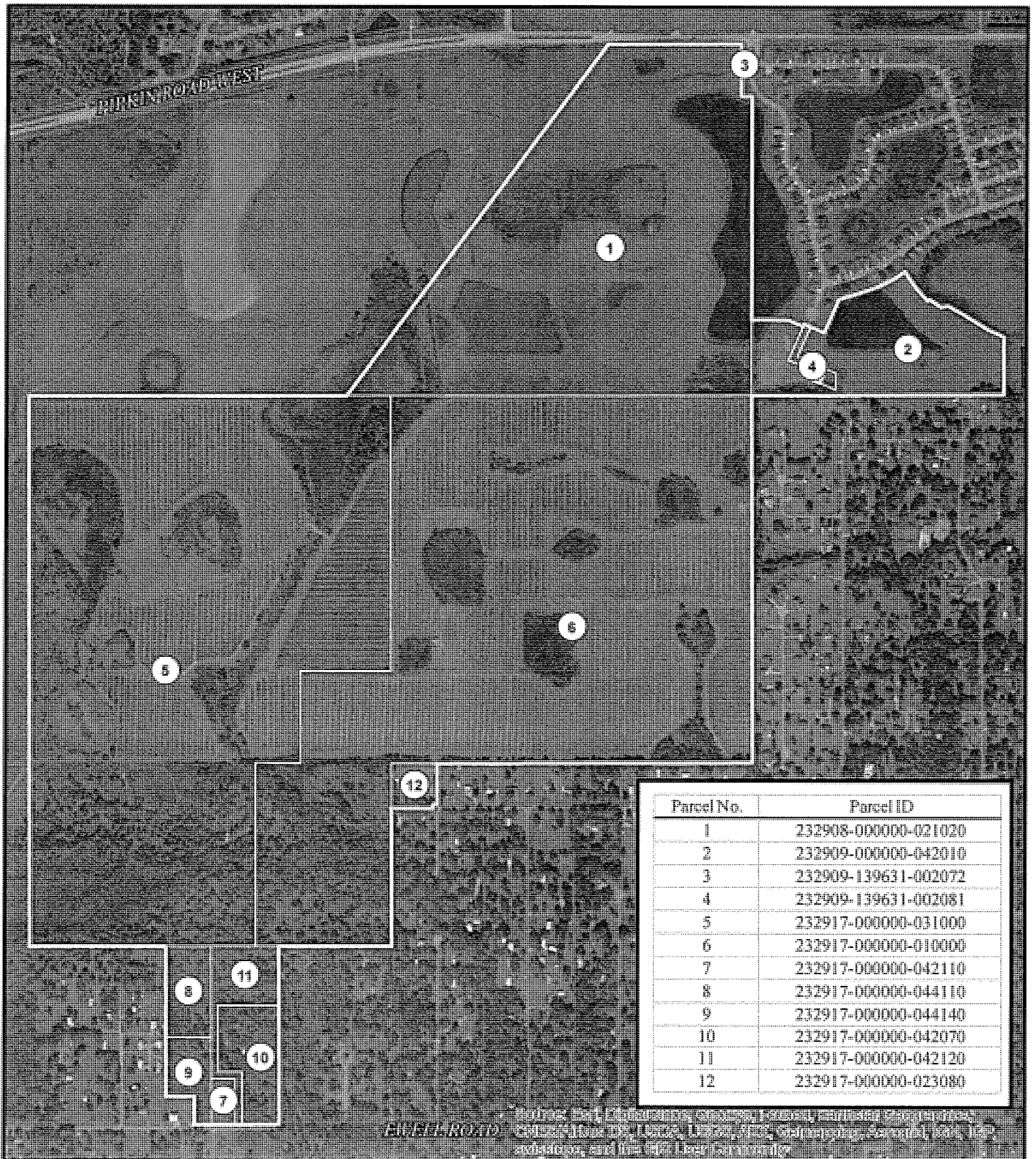
Table 3 – Summary of Proposed District Facilities

| District Infrastructure | Construction | Ownership | Capital Financing | Operation and Maintenance |
|-------------------------|--------------|-------------------|-------------------|---------------------------|
| Entry Feature & Signage | District | District | District Bonds | District |
| Stormwater Facilities | District | District | District Bonds | District |
| Water & Sewer Utilities | District | City of Lakeland | District Bonds | City of Lakeland |
| Street Lighting/Conduit | District | Lakeland Electric | District Bonds | Lakeland Electric |
| Road Construction | District | City of Lakeland | District Bonds | City of Lakeland |

TOWNE PARK
Community Development District

Table 4 – Preliminary Development Schedule

| Phase | Estimated Start Date | Estimated Completion Date | Number of Lots / Units |
|-------|-------------------------|------------------------------|---------------------------|
| 2 | 2014 | 2015 | 207 |
| 3 | 2015 | 2018 | 1,881 |



| Parcel No. | Parcel ID |
|------------|----------------------|
| 1 | 232908-000000-021020 |
| 2 | 232909-000000-042010 |
| 3 | 232909-139631-002072 |
| 4 | 232909-139631-002081 |
| 5 | 232917-000000-031000 |
| 6 | 232917-000000-010000 |
| 7 | 232917-000000-042110 |
| 8 | 232917-000000-044110 |
| 9 | 232917-000000-044140 |
| 10 | 232917-000000-042070 |
| 11 | 232917-000000-042120 |
| 12 | 232917-000000-023080 |

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Towne Park Exhibit 2 District Boundary Map

Data provided by ESRI, FGDL, Polk County and SWFWMD

JN: 2140055
Date: 06/17/14



1 inch = 1,000 feet

TOWNE PARK
Community Development District

EXHIBIT 3 - Legal Description

Phase 2:

THAT PART OF SECTIONS 8 & 9, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 9 AND RUN THENCE N-89°58'07"-E ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, 1865.81 FEET; THENCE N-00°01'53"-W, 247.65 FEET; THENCE N-00°41'07"-E, 178.59 FEET; THENCE N-65°58'09"-W, 132.26 FEET; THENCE N-58°19'08"-W, 210.85 FEET; THENCE N-61°10'05"-W, 134.05 FEET; THENCE S-81°49'54"-W, 50.47 FEET; THENCE N-57°05'32"-W, 104.75 FEET; THENCE S-48°54'17"-W, 18.23 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1360.46 FEET, A CHORD OF 274.53 FEET AND A CHORD BEARING OF N-37°45'56"-W THROUGH A CENTRAL ANGLE OF 11°34'54" AN ARC LENGTH OF 275.00 FEET; THENCE S-56°05'06"-W, 50.03 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1010.00 FEET, A CHORD OF 269.29 FEET AND A CHORD BEARING OF S-65°09'55"-W THROUGH A CENTRAL ANGLE OF 15°19'20" AN ARC LENGTH OF 270.10 FEET; THENCE S-72°49'35"-W, 209.24 FEET; THENCE S-23°51'50"-W, 268.62 FEET; THENCE N-66°08'10"-W, 160.00 FEET; THENCE S-23°51'50"-W, 20.00 FEET; THENCE N-66°08'10"-W, 115.00 FEET; THENCE N-88°32'43"-W, 138.19 FEET; THENCE N-89°56'52"-W, 137.01 FEET TO THE WEST BOUNDARY OF SAID SECTION 9; THENCE N-00°07'16"-E ALONG SAID WEST BOUNDARY, 1646.83 FEET; THENCE N-90°00'00"-W, 80.00 FEET; THENCE N-00°07'16"-E, 387.68 FEET TO THE RIGHT OF WAY OF WEST PIPKIN ROAD; THENCE N-89°59'54"-W ALONG SAID RIGHT OF WAY, 982.20 FEET; THENCE S-36°31'55"-W ALONG THE EASTERLY LINE OF THE LAKELAND LINDER REGIONAL AIRPORT APPROACH SURFACE, 3224.55 FEET TO A POINT OF THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE S-89°56'41"-E ALONG SAID SOUTH BOUNDARY, 321.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S-89°56'35"-E ALONG THE SOUTHERN BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 8, 2655.16 FEET TO THE POINT OF BEGINNING.

Phase 3:

Parcel 232917-000000-031000:

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

Parcel 232917-000000-010000:

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

Parcel 232917-000000-023080:

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

Parcel 232917-000000-042120:

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

Parcel 232917-000000-042070:

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

Parcel 232917-000000-044110:

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

Parcel 232917-000000-044140:

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

Parcel 232917-000000-042110:

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



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Towne Park

Exhibit 4

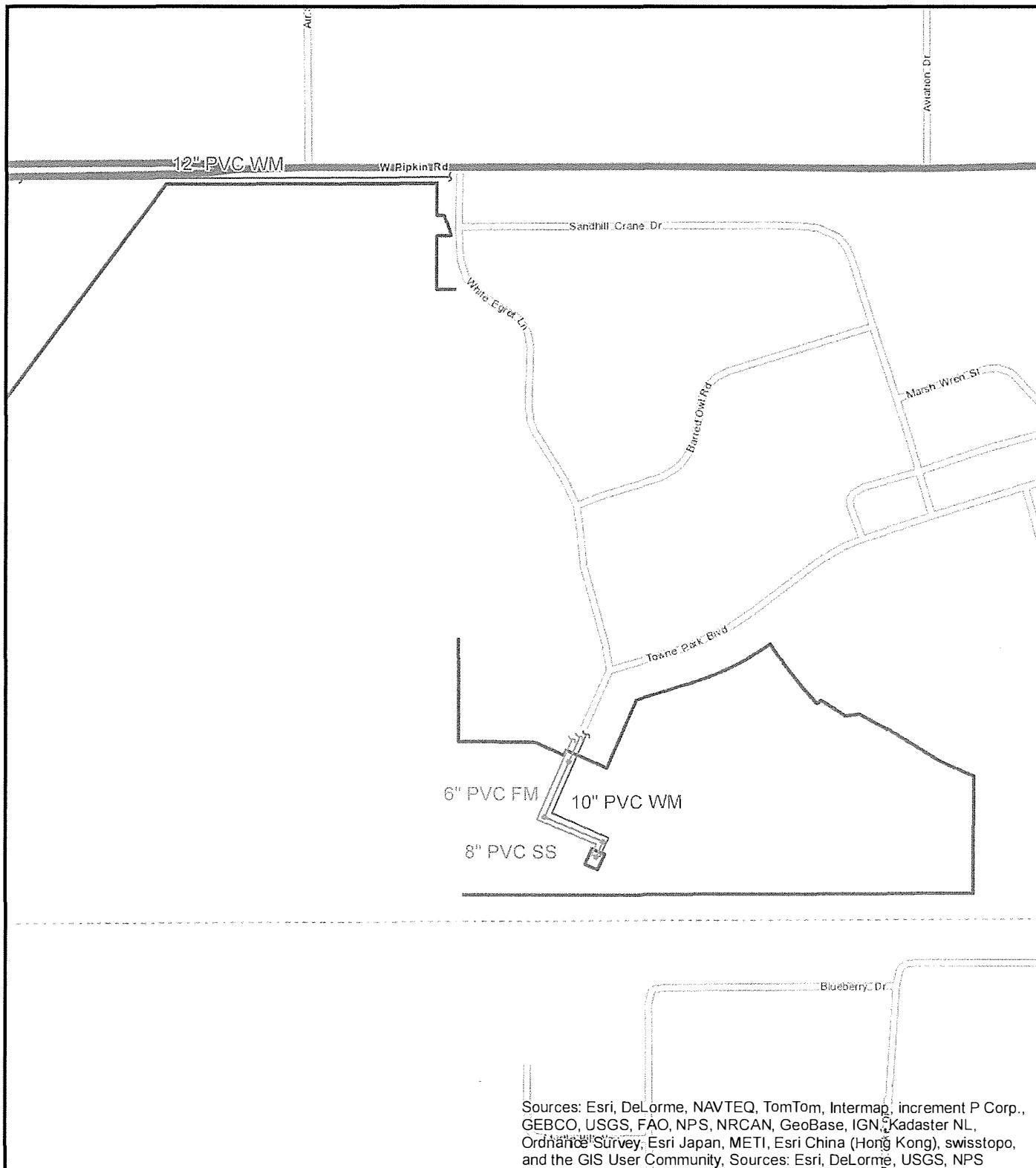
Future Land Use Map

Data provided by ESRI, FGDL, Polk County and SWFWMD

JN: 2140055
Date: 06/17/14



1 inch = 1,000 feet



8515 Palm River Road; Tampa, Florida 33619
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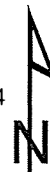
Towne Park

Exhibit 5

Map of Major Trunk Water Mains and Sewer Interceptors

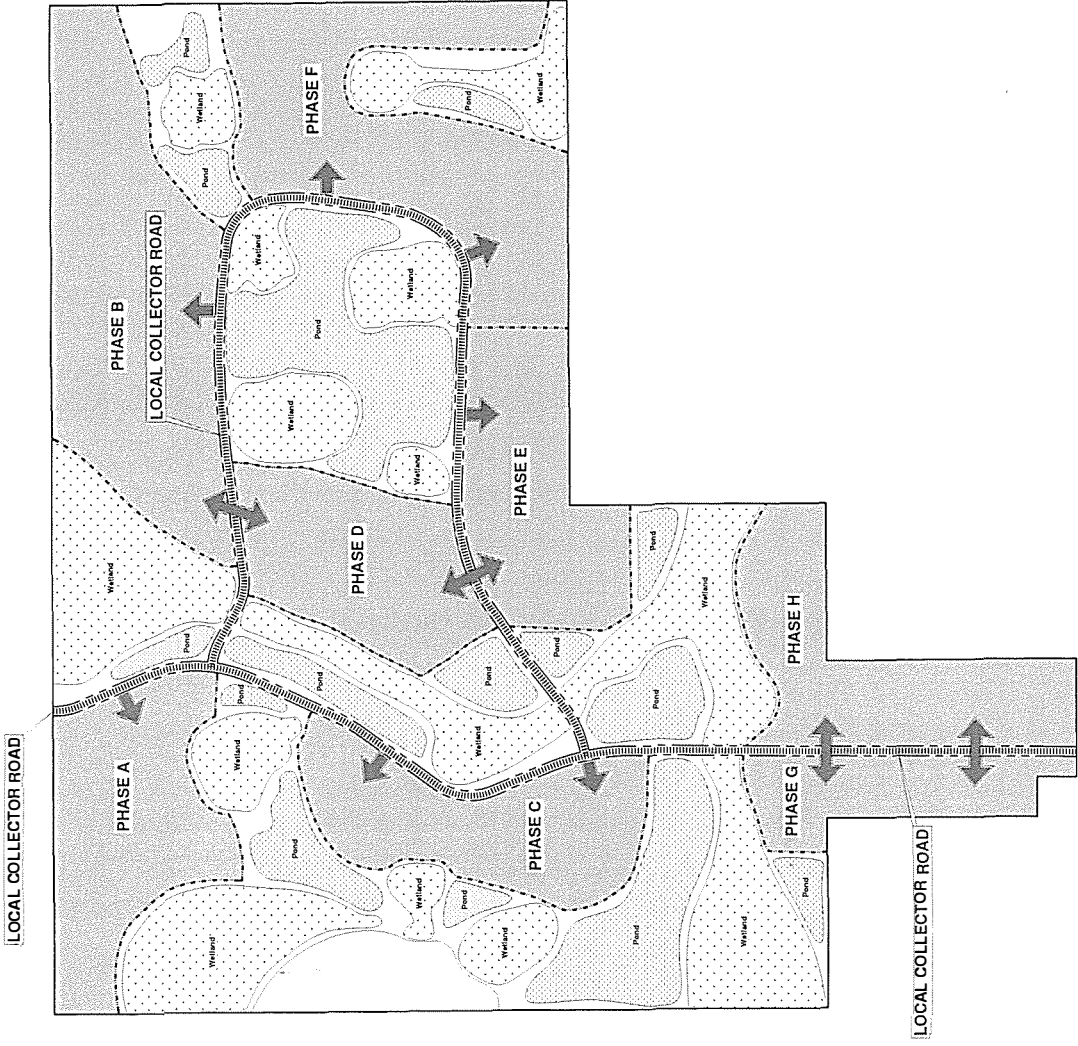
Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
Date: 07/22/14



1 inch = 500 feet

Towne Park Phase 3



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346 E CENTRAL AVE
WINTER HAVEN
FLORIDA 33880
Phone (863) 324-3695

TOWNE PARK
POLK COUNTY, FLORIDA
EXHIBIT 6
OVERALL DEVELOPMENT PLAN

| | |
|-------------|---------------------------|
| DATE | 07/01/2014 |
| BY | J. J. JONES |
| FOR | TP LAND INVESTORS II, LLC |
| PROJECT NO. | 14-0005 |

1000 C. MAADEN, No. 58857
PROFESSIONAL ENGINEER

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

FIRST AMENDMENT TO THE MASTER ENGINEER'S REPORT DATED NOVEMBER 2014

PREPARED FOR:

BOARD OF SUPERVISORS

TOWNE PARK

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



MARCH 2018

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

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TOWNE PARK
FIRST AMENDMENT TO THE MASTER ENGINEER'S REPORT

I. PURPOSE

The Purpose of this Amendment is to Amend Section V.6 of the Master Engineer's Report dated November 2014 to include the offsite improvements required to be constructed for the project. The costs associated with the offsite improvements are also included in this Amendment. Table 2 has been adjusted to reflect the costs for the offsite improvements and is included herein. Table 2 hereto shall be deemed to replace Table 2 of the Master Engineer's Report.

II. OFFSITE IMPROVEMENTS

The proposed offsite improvements required for the project include extension of the force main from the project limits to the proposed Point of Connection to provide sanitary sewer service to the project. Additionally, both access turn lanes and other offsite roadway improvements are required to serve the project.

TABLE 2

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

| Infrastructure ⁽³⁾⁽⁶⁾ | Phase 2 (1) | Phase 3(1) | TOTAL |
|--|---------------------|----------------------|----------------------|
| Offsite Improvements & Phase 3 Spine Road | \$ - | \$ 4,443,450 | \$ 4,443,450 |
| Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$ 3,654,000 | \$ 15,649,500 | \$ 19,303,500 |
| Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾ | \$ 1,363,000 | \$ 5,333,200 | \$ 6,696,200 |
| Roadway ⁽⁴⁾ | \$ 1,305,000 | \$ 5,059,800 | \$ 6,364,800 |
| Entry Feature & Signage ⁽⁷⁾ | \$ 750,000 | \$ 860,000 | \$ 1,610,000 |
| Parks and Amenities | \$ 1,000,000 | \$ 1,600,000 | \$ 2,600,000 |
| Contingency | \$ 700,000 | \$ 1,980,000 | \$ 2,680,000 |
| TOTAL | \$ 8,772,000 | \$ 34,925,950 | \$ 43,697,950 |

1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
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 2017 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.

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

***FOURTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3C (Assessment Area 3C)***

PREPARED FOR:

BOARD OF SUPERVISORS

TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

SEPTEMBER 2019

TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

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TOWNE PARK
FOURTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3C (Assessment Area 3C)

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 and west of Yates Road in the City of Lakeland (the "City"), Polk County, Florida (the "County"). The District currently contains approximately 586 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 Commission on November 3, 2014, as amended by Ordinance No. 5766 enacted by the City Commission on April 1, 2019. 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. The CDD will acquire the property and improvements from the Developer at the lower of cost or fair market value.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory requirements of the City, the 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" or the "Development"). 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 the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in Phases 3C of the Community (also known as Riverstone Phases 3 & 4). Phase 3C is currently designed and being permitted for 186 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 Preliminary Engineer's Report, dated November 2014, prepared by Landmark Engineering & Surveying Corporation.

III. PROPOSED IMPROVEMENTS

The Infrastructure improvements for Phase 3C 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 jointly by the City, the 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 3B will serve Phase 3C.

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,

tennis courts, multi-purpose fields, parks and open spaces. The District will operate and maintain the public facilities constructed within these areas.

Electric and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the undergrounding of the electric conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes will be owned and maintained by Lakeland Electric, with Lakeland Electric providing underground electrical service to the Development. The purchase and installation of street lighting along internal roadways within the CDD will not be funded by the District. These lights will be owned, operated and maintained by Lakeland Electric after dedication, with the District funding maintenance services.

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.

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.

IV. PERMITTING

All required construction permits for Phase 3C 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) | SUB-18-015 |
| SWFWMD ERP | 43043355.002 |
| Construction Permits (Lakeland) | SUB-18-015 |
| FDEP Water | September 2019 |
| FDEP Sewer | September 2019 |

V. 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 construction of Phase 3C 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 the County, which we believe to be necessary in order to facilitate estimated costs associated with the *Opinion of Probable Costs* in Table Two of this report. 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 Phase 3C of The District

Distribution by Land Use ⁽¹⁾

| Land Use | TOTAL (acres) | Percentage |
|-------------------------|---------------|----------------|
| Stormwater Ponds | 18.7 | 20.0 % |
| Residential | 56.4 | 60.2 % |
| Commercial | 0 | 0 % |
| Wetland / Conservation | 18.6 | 19.8 % |
| Recreation / Open Space | 0 | 0 % |
| TOTAL | 93.7 | 100.0 % |

Distribution by Lot Size

| Phase | SF Lots | MF Units | TOTAL | Percentage |
|--------------|------------|----------|------------|----------------|
| TOTAL | 186 | 0 | 186 | 100.0 % |

Notes:

1. Figures are approximate; Areas may change upon final layout

**TABLE TWO
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

| <u>Number of Lots</u> | <u>186</u> |
|--|--------------------------------|
| <u>Infrastructure</u> ⁽³⁾⁽⁶⁾ | <u>Phase 3C</u> ⁽¹⁾ |
| Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$ 2,000,000 |
| Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾ | \$ 1,250,000 |
| Roadway ⁽⁴⁾ | \$ 2,250,000 |
| Entry Feature & Signage ⁽⁷⁾ | \$ 250,000 |
| Contingency | \$ 750,000 |
| TOTAL | \$ 6,500,000 |

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 or improvements purchased by the District will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation. Does not include cost of transporting fill to, or use of fill on, privately owned land.
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 2019 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. Only undergrounding of wires on public right-of-way, utility easements and on District land will be financed by the District.

Phasing References

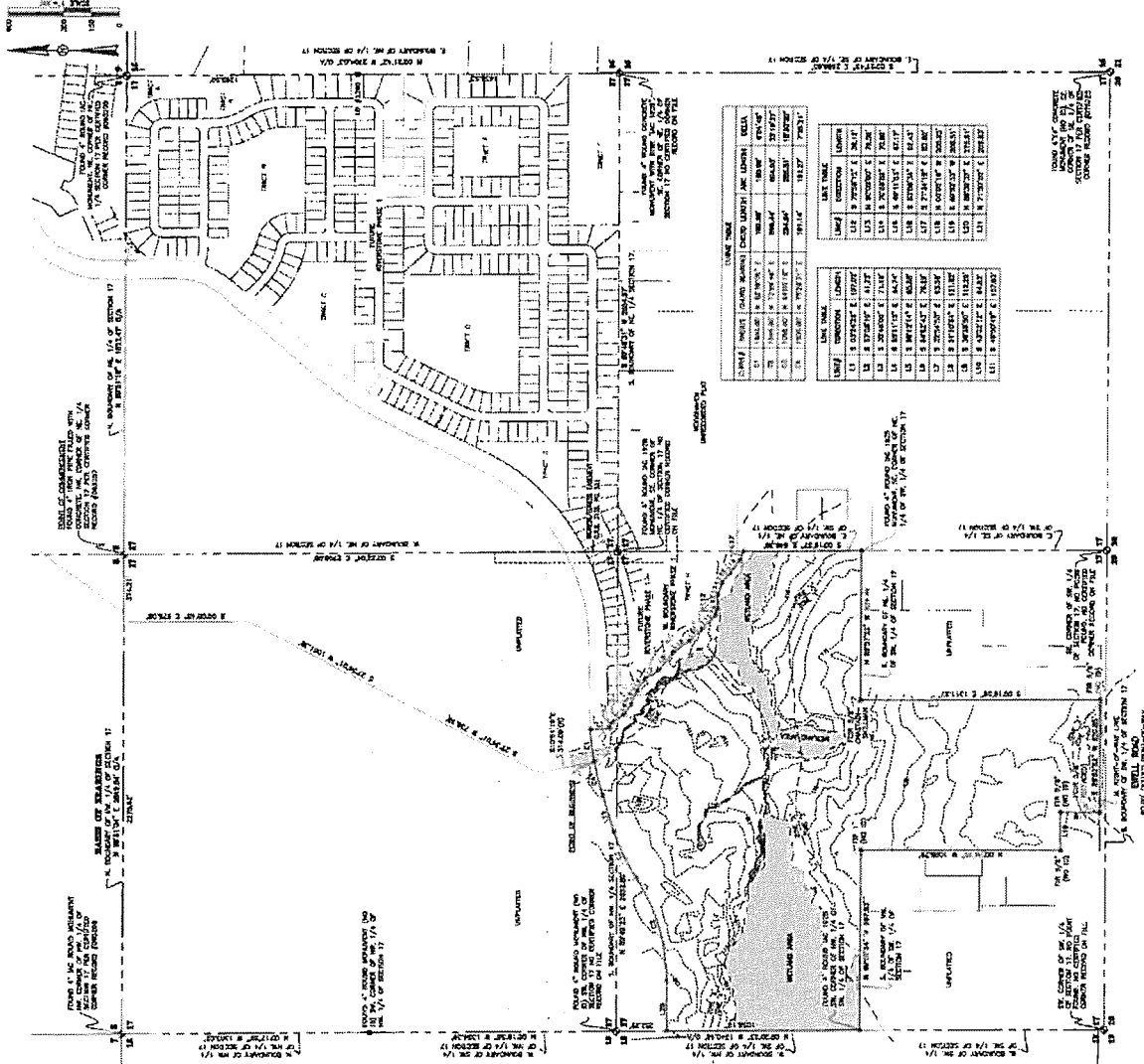
| Hamilton Phasing Map | "Master" Phasing ¹ | Supplemental Engineer's Reports (Sub-Phasing) | Bond Documents (Assessment Area References) |
|------------------------------------|----------------------------------|---|---|
| Towne Park Estates Phase 2A | Phase 2 | Phase 2A <ul style="list-style-type: none"> First Supplemental Engineer's Report Phase 2A & 2B (Assessment Area 1), dated May 12, 2016 | Towne Park Estates 2A <ul style="list-style-type: none"> Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016) (also known as Assessment Area 2A per Fourth Supplemental Trust Indenture, Series 2019) |
| Towne Park Estates Phase 2B | | Phase 2B <ul style="list-style-type: none"> First Supplemental Engineer's Report Phase 2A & 2B (Assessment Area 1), dated May 12, 2016; and Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 | Towne Park Estates 2B <ul style="list-style-type: none"> Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016) Part of Assessment Area 2B per Second Supplemental Trust Indenture (Series 2018) |
| Riverstone Phase 1 | | Phase 3A <ul style="list-style-type: none"> Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 | Riverstone Phase 1 <ul style="list-style-type: none"> Part of Assessment Area 3A per Third Supplemental Trust Indenture (Series 2018) |
| Riverstone Phase 2 | Phase 3 | Towne Park Estates South <ul style="list-style-type: none"> Map attached to Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 | |
| | | Phase 3B <ul style="list-style-type: none"> Third Supplemental Engineer's Report Phase 3B (Assessment Area 3B), dated June 2019 | Riverstone Phase 2 <ul style="list-style-type: none"> Part of Assessment Area 3B per Fourth Supplemental Trust Indenture (Series 2019) |
| Riverstone Phases 3 & 4 | | Phase 3C <ul style="list-style-type: none"> Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C), dated August 2019 | Riverstone Phases 3 & 4 <ul style="list-style-type: none"> Part of Assessment Area 3C per Fifth Supplemental Trust Indenture (Series 2019) |
| Riverstone Phases 5 & 6 | | TBD | TBD |

¹ Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018

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SECURITY MAP - NOT TO SCALE

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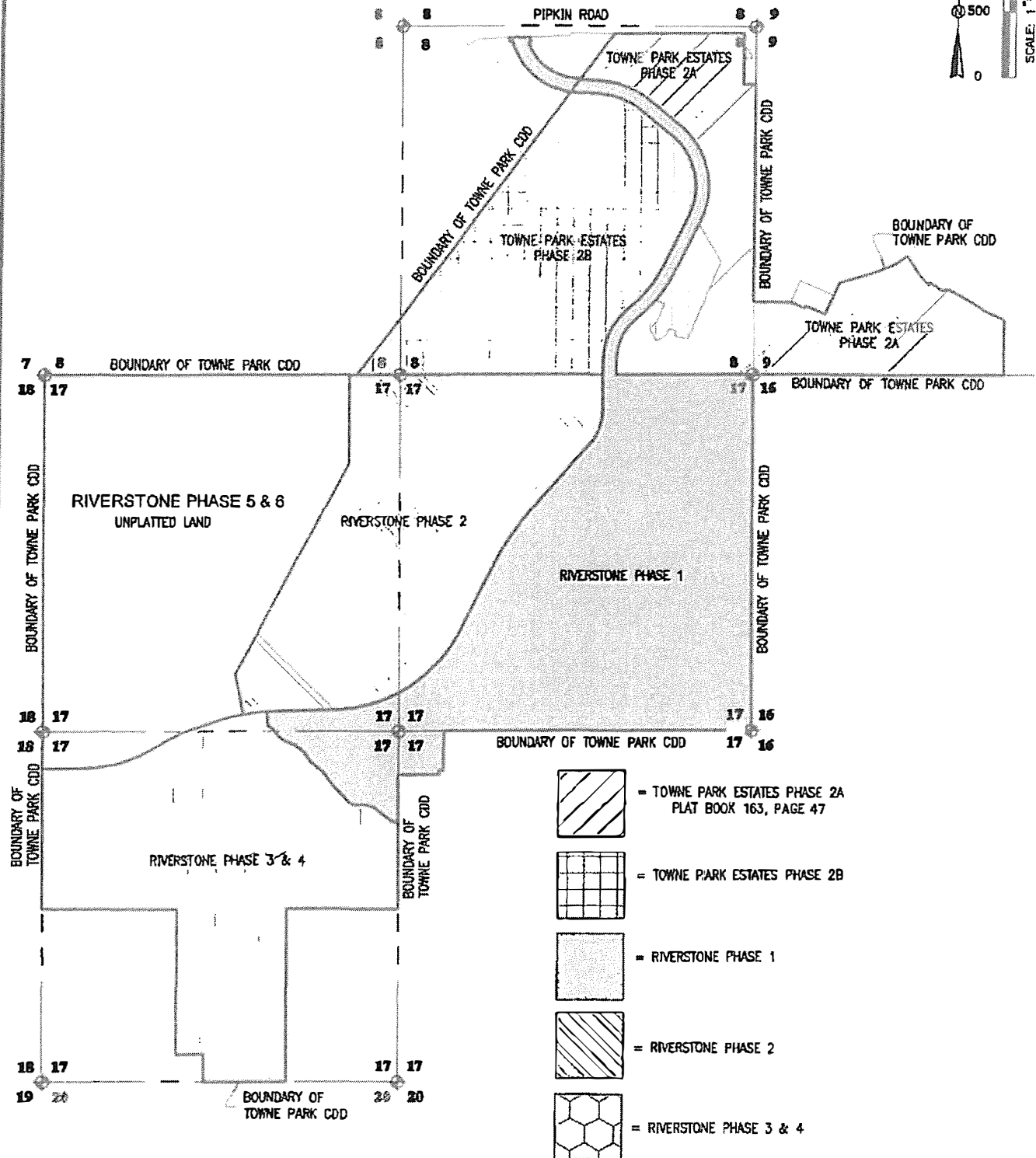
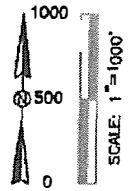
EXHIBIT 2






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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

EXHIBIT



-  = TOWNE PARK ESTATES PHASE 2A
PLAT BOOK 163, PAGE 47
-  = TOWNE PARK ESTATES PHASE 2B
-  = RIVERSTONE PHASE 1
-  = RIVERSTONE PHASE 2
-  = RIVERSTONE PHASE 3 & 4



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TOWNE PARK CDD
CITY OF LAKELAND, POLK COUNTY, FLORIDA

SECTION 8/9/17-29-23

JOB NUMBER 03550.0002

SCALE AS SHOWN

DATE 05/22/2018

SHEET 1/1



ADOPTED MASTER ASSESSMENT METHODOLOGY

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

January 21, 2015

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, Florida 32817**

ADOPTED MASTER ASSESSMENT METHODOLOGY TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

January 21, 2015

1.0 Introduction

1.1 Purpose

This “Adopted Master Assessment Methodology” dated January 21, 2014 (“Methodology”) provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. The Methodology described herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District’s improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District. The District plans to implement a capital improvement program (“CIP”) that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District’s Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District includes approximately 584.8 gross acres of property located within the City of Lakeland, Florida. The District is generally located to the south of West Pinkin Road, to the west of Yates Road, and to the north of Ewell Road within the City of Lakeland. At build-out, the District is expected to contain 1,638 single-family lots, 450 multi-family units, recreation areas, parks/conservation, and related infrastructure. The legal description of the land included within the District’s boundaries is

found in Exhibit "A". The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix).

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and certain property owners outside the District will benefit from the provision of District infrastructure. However, such benefit is incidental to the benefit to property within the District resulting from the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

2.0 CIP Plan of Finance

2.1 Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the “Towne Park Community Development District Engineer’s Report”, dated November 2014 (“Engineer’s Report”), as prepared by Landmark Engineering & Surveying Corporation (“District Engineer”). Although the District will install its infrastructure in two phases, the CIP is designed to operate as a system, with improvements implemented during the first phase benefitting properties located within the second phase, and improvements implemented during the second phase also benefitting the properties within the first phase. The estimated costs of the District’s CIP are presented in Table 2.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. A number of component funds will comprise the total principal of the bonds to be issued by the District. These funds may include, but are not limited to, acquisition and construction, capitalized interest, debt service reserve, underwriter’s discount, and issuance costs. An estimate of the bond issuance required to fund the District’s CIP is found in Table 3.

As bonds are issued by the District, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines

the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that property's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each planned single-family residential lot and a 0.65 ERU for each planned multi-family residential unit. A lower ERU value for the multi-family development is appropriate here as the average size of the multi-family units will be smaller and more densely developed than the planned single-family residences. These physical characteristics of the multi-family development planned for the District indicate that these units will receive a lesser benefit from the District's CIP when compared to the planned single-family residences. For example, the proportionate length of roadway needed to serve each multi-family unit is less than the length required to serve single-family residences. Additionally, the smaller land area required for each multi-family unit will produce less stormwater runoff than each single-family lot, and so each multi-family unit will have a reduced impact on the District's stormwater facilities, when compared to a single-family lot.

3.2 Assignment of Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The maximum amount of bonds required to fund the CIP costs has been calculated and is shown in Table 3. The bond principal and related annual debt service assessments will then be apportioned among the development planned for the District on the basis of

ERU values, as outlined in Table 4. The resulting bond principal and related annual debt service assessment for each lot planned for the District are shown in Table 5. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual platted lots at that time.

One or more future supplemental assessment methodology reports will outline the precise bond debt service assessments assigned to the lands within the District. If the lands within the District are unplatted, bond debt service assessments will initially be assigned to the undeveloped developable land within the District on an equal per-acre basis. The assessments for each platted lot (a platted single-family lot will be referred to herein as a "Development Unit") will be assigned to each Development Unit when a parcel is *initially* platted.

3.3 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within the District, the District shall periodically apply a "true-up" test. Initially, bond debt service assessments will be allocated to each acre within the District, on an equal per-acre basis. As property is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned. For example, as outlined in Table 3, it is estimated that \$50,000,000 in bond principal will be allocated to the developable lands within the District at the time of issuance. This \$50,000,000 in principal will initially be allocated equally to all 584.8 acres located within the District, resulting in \$85,499 in bond principal assessment per acre. The bond principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within the District. Should it be determined at one of these platting benchmarks that the bond principal remaining per undeveloped acre exceeds the \$85,499 threshold, the owner of the land at the time of platting will be required to make a true-up payment to the District sufficient to reduce remaining bond principal per acre to the permissible \$85,499 level. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made.

In the event that additional land not currently subject to the assessments

is developed in such a manner as to receive special benefit from the District's CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the bond debt service assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Preliminary Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for the lands within the District. The legal description of the land included within the District's boundaries is found in Exhibit "A", below.

Preliminary Assessment Roll

| Description | Acreage | Bond Principal Assessment per Phase | Bond Principal Assessment per Acre | Bond Gross Annual Assessment per Phase (1) | Bond Gross Annual Assessment per Acre (1) |
|-----------------|---------|--|---|---|--|
| See Exhibit "A" | 584.8 | \$50,000,000 | \$85,499 | \$4,552,217 | \$7,784 |

(1) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

EXHIBIT "A"

DESCRIPTION OF LAND WITHIN THE DISTRICT

Phase 2:

THAT PART OF SECTIONS 8 & 9, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 9 AND RUN THENCE N-89°58'07"-E ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, 1865.81 FEET; THENCE N-00°01'53"-W, 247.65 FEET; THENCE N-00°41'07"-E, 178.59 FEET; THENCE N-65°58'09"-W, 132.26 FEET; THENCE N-58°19'08"-W, 210.85 FEET; THENCE N-61°10'05"-W, 134.05 FEET; THENCE S-81°49'54"-W, 50.47 FEET; THENCE N-57°05'32"-W, 104.75 FEET; THENCE S-48°54'17"-W, 18.23 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1360.46 FEET, A CHORD OF 274.53 FEET AND A CHORD BEARING OF N-37°45'56"-W THROUGH A CENTRAL ANGLE OF 11°34'54" AN ARC LENGTH OF 275.00 FEET; THENCE S-56°05'06"-W, 50.03 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1010.00 FEET, A CHORD OF 269.29 FEET AND A CHORD BEARING OF S-65°09'55"-W THROUGH A CENTRAL ANGLE OF 15°19'20" AN ARC LENGTH OF 270.10 FEET; THENCE S-72°49'35"-W, 209.24 FEET; THENCE S-23°51'50"-W, 268.62 FEET; THENCE N-66°08'10"-W, 160.00 FEET; THENCE S-23°51'50"-W, 20.00 FEET; THENCE N-66°08'10"-W, 115.00 FEET; THENCE N-88°32'43"-W, 138.19 FEET; THENCE N-89°56'52"-W, 137.01 FEET TO THE WEST BOUNDARY OF SAID SECTION 9; THENCE N-00°07'16"-E ALONG SAID WEST BOUNDARY, 1646.83 FEET; THENCE N-90°00'00"-W, 80.00 FEET; THENCE N-00°07'16"-E, 387.68 FEET TO THE RIGHT OF WAY OF WEST PIPKIN ROAD; THENCE N-89°59'54"-W ALONG SAID RIGHT OF WAY, 982.20 FEET; THENCE S-36°31'55"-W ALONG THE EASTERLY LINE OF THE LAKELAND LINDER REGIONAL AIRPORT APPROACH SURFACE, 3224.55 FEET TO A POINT OF THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE S-89°56'41"-E ALONG SAID SOUTH BOUNDARY, 321.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S-89°56'35"-E ALONG THE SOUTHERN BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 8, 2655.16 FEET TO THE POINT OF BEGINNING.

Phase 3:

Parcel 232917-000000-031000:

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

Parcel 232917-000000-010000:

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

Parcel 232917-000000-023080:

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

Parcel 232917-000000-042120:

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

Parcel 232917-000000-042070:

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

Parcel 232917-000000-044110:

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

Parcel 232917-000000-044140:

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

Parcel 232917-000000-042110:

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

APPENDIX
ASSESSMENT TABLES

APPENDIX TABLE 1
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT LAND USE PLAN
ADOPTED MASTER ASSESSMENT METHODOLOGY

| <u>Development Phase (1)</u> | <u>Description</u> | <u>Estimated Start Date</u> | <u>Estimated Completion Date</u> | <u>Number of Lots/Units</u> |
|-------------------------------------|---------------------------|------------------------------------|---|------------------------------------|
| Phase II | Single-Family Lot | 2015 | 2016 | 207 |
| Phase III | Single-Family Lot | 2016 | 2018 | 1,431 |
| Phase III | Multi-Family Unit | 2016 | 2018 | 450 |
| Total | | | | 2,088 |

(1) Phase I of the overall P.U.D. is complete and not included within the boundaries of the District.

APPENDIX TABLE 2
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
CIP COST ESTIMATES
ADOPTED MASTER ASSESSMENT METHODOLOGY

| <u>Infrastructure Component</u> | <u>Estimated Costs,</u> <u>Phase II</u> | <u>Estimated Costs,</u> <u>Phase III</u> | <u>Total Costs, all</u> <u>Phases</u> |
|--|--|---|--|
| Stormwater Management | \$3,654,000 | \$11,088,000 | \$14,742,000 |
| Utilities (Water and Sewer) | \$1,363,000 | \$4,136,000 | \$5,499,000 |
| Roadways | \$1,305,000 | \$3,960,000 | \$5,265,000 |
| Entry Features and Signage | \$750,000 | \$1,450,000 | \$2,200,000 |
| Amenities | \$1,000,000 | \$3,000,000 | \$4,000,000 |
| Contingency | \$700,000 | \$2,500,000 | \$3,200,000 |
| Totals | \$8,772,000 | \$26,134,000 | \$34,906,000 |

APPENDIX TABLE 3
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED BOND FINANCING DETAILS
ADOPTED MASTER ASSESSMENT METHODOLOGY

| | |
|---|-------------------------|
| Bond Fund | Value (1) |
| Construction/Acquisition Fund | \$34,906,000 |
| Debt Service Reserve | \$2,906,500 |
| Capitalized Interest | \$10,937,500 |
| Costs of Issuance (Including Underwriter's Fee) | \$1,200,000 |
| Contingency | \$50,000 |
| Total Bond Principal | \$50,000,000 |
| Average Annual Interest Rate: | 7.50% |
| Term (Years): | 30 |
| Capitalized Interest Through: | November 1, 2017 |
| Capitalized Interest (Months): | 35 |
| Maximum Net Annual Debt Service: | \$4,233,562 |

(1) The values shown are estimated and subject to change. Future supplemental assessment methodology report(s) will outline the actual details of the District's bond issuance(s).

APPENDIX TABLE 4
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ERU VALUE ASSIGNMENTS
ADOPTED MASTER ASSESSMENT METHODOLOGY

| Phase | <u>Planned Lots/Units</u> | <u>ERU Value per Lot/Unit</u> | <u>ERU Values, all Lots/Units</u> | <u>% of ERUs per Category</u> |
|-------------------------|----------------------------------|--|--|--|
| Phase II Single-Family | 207 | 1.0 | 207 | 10.7% |
| Phase III Single-Family | 1,431 | 1.0 | 1,431 | 74.1% |
| Phase III Multi-Family | 450 | 0.65 | 293 | 15.2% |
| Totals | 2,088 | | 1,931 | 100.0% |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

APPENDIX TABLE 5
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED MAXIMUM BOND ASSESSMENTS
ADOPTED MASTER ASSESSMENT METHODOLOGY

| Phase | Planned Lots/Units | % of ERUs per Category | Bond Principal Assmt./ Category | Bond Principal Assmt. per Lot/Unit |
|-------------------------|---------------------------|-----------------------------------|--|---|
| Phase II Single-Family | 207 | 10.7% | \$5,361,305 | \$25,900 |
| Phase III Single-Family | 1,431 | 74.1% | \$37,062,937 | \$25,900 |
| Phase III Multi-Family | 450 | 15.2% | \$7,575,758 | \$16,835 |
| Totals | 2,088 | 100.0% | \$50,000,000 | |

| Phase | % of ERUs per Category | Bond Net Annual Assmt./Category | Bond Net Annual Assmt. per Lot/Unit | Bond Gross Annual Assmt./ Category (1) | Bond Gross Annual Assmt./ Unit (1) |
|-------------------------|-----------------------------------|--|--|---|---|
| Phase II Single-Family | 10.7% | \$453,948 | \$2,193 | \$488,117 | \$2,358 |
| Phase III Single-Family | 74.1% | \$3,138,165 | \$2,193 | \$3,374,371 | \$2,358 |
| Phase III Multi-Family | 15.2% | \$641,449 | \$1,425 | \$689,730 | \$1,533 |
| Totals | 100.0% | \$4,233,562 | | \$4,552,217 | |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



PRELIMINARY AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

March 8, 2018

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, Florida 32817**

**PRELIMINARY AMENDED & RESTATED
MASTER ASSESSMENT METHODOLOGY
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

March 8, 2018

1.0 Introduction

1.1 Purpose

This “Preliminary Amended & Restated Master Assessment Methodology” dated March 8, 2018 (“Methodology”), effectively amends and restates the District’s “Adopted Master Assessment Methodology” dated January 21, 2014 (“Adopted Methodology”) in order to reflect additional infrastructure improvements not included in the Adopted Methodology. The Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. The Methodology has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District’s improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program (“CIP”) that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District’s Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the first phase of the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District includes approximately 584.8 gross acres of property located within the City of Lakeland, Florida. The District is generally located to the south of West Pinkin Road, to the west of Yates Road, and to the north of Ewell Road within the City of Lakeland. At build-out, the District is expected to contain 1,638 single-family lots, 450 multi-family units, recreation areas, parks/conservation, and related infrastructure. The legal description of the land included within the District's boundaries is found in Exhibit "A." The land use place for the District is found in Table 1 (all tables are found in the attached Appendix.)

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and certain property owners outside the District will benefit from the provision of District infrastructure. However, such benefit is incidental to the benefit to property within the District resulting from the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

2.0 CIP Plan of Finance

2.1 Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Master Engineer's Report" dated November 2014, as amended by the First Amendment dated March 2018, (together, the "Engineer's Report"), as prepared by Hamilton Engineering & Surveying, Inc. ("District Engineer"). Although the District will install its infrastructure in multiple phases, the CIP is designed to operate as a system, with improvements implemented during initial phases benefiting properties within subsequent phases and improvements implemented in later phases benefitting properties within initial phases. The estimated costs of the District's CIP are presented in Table 2.

2.3 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. A number of component funds will comprise the total principal of the bonds to be issued by the District. The funds may include, but are not limited to, acquisition and construction, capitalized interest, debt service reserve, underwriter's discount, and issuance costs. An estimate of the bond issuance required to fund the District's CIP is found in Table 3.

As bonds are issued by the District, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond service assessments for properties that been assessed to secure each bond issuance.

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each planned single-family residential lot and a 0.65 ERU for each planned multi-family residential unit.

A lower ERU value for the multi-family development is appropriate here as the average size of the multi-family units will be smaller and more densely developed than the planned single-family units. These physical characteristics of the multi-family development planned for the District indicate that these units will receive a lesser benefit from the District's CIP when compared to the planned single-family units. For example, the proportionate length of roadway needed to serve each multi-family unit is less than the length required to serve single family units. Additionally, the smaller land area required for each multi-family unit will produce less stormwater runoff than each single-family lot, and so each multi-family unit will have a reduce impact on the District's stormwater facilities, when compared to a single-family unit.

3.2 Assignment of Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The maximum amount of bonds required to fund the CIP costs has been calculated and is shown in Table 3. The bond principal and related annual debt service assessments will then be apportioned among the development planned for the District on the basis of ERU values, as outlined in Table 4. The resulting bond principal and related annual debt service assessment for each lot planned for the District are shown in Table 5. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual platted lots at that time.

One or more future supplemental assessment methodology reports will outline the precise bond debt service assessments assigned to the lands within the District. If the lands within the District are unplatted, bond debt service assessments will initially be assigned to the undeveloped developable land within the District on an equal per-acre basis. The assessments for each platted lot (a platted single-family lot will be referred to herein as a "Development Unit") will be assigned to each Development Unit when a parcel is *initially* platted.

3.3 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a "true-up" test. Initially, District bond debt shall be allocated to each phase as outlined in Table 3. This bond debt shall, prior to platting, be allocated equally to each of the developable acres within each phase. As property is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to each phase. For example, as outlined in Table 3, it is estimated that \$50,000,000 in bonds principal will be allocated to the developable lands within the District at the time of issuance. This \$50,000,000 in principal will initially be allocated equally to all 584.8 acres located within the District, resulting in \$85,499 in bond principal assessment per acre.

The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within the District. Should it be determined at one of these platting benchmarks that the bond principal remaining per undeveloped acre exceeds the \$85,499 threshold, the owner of the land at the time of platting will be required to make a true-up payment to the District sufficient to reduce remaining bond principal per acre to the permissible \$85,499 level. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made.

In the event that additional land not currently subject to the assessments is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was

made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Preliminary Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for the lands within the District. The legal description of the land included within the District is found in Exhibit "A", below.

Preliminary Assessment Roll

| <u>Description</u> | <u>Acreage</u> | <u>Bond Principal Assessment</u> | <u>Bond Principal Assessment per Acre</u> | <u>Bond Gross Annual Assessment (1)</u> | <u>Bond Gross Annual Assessment per Acre (1)</u> |
|--------------------|----------------|--|---|---|--|
| See Exhibit "A" | 584.8 | \$50,000,000 | \$85,499 | \$4,552,217 | \$7,784 |

(1) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

EXHIBIT "A"

DESCRIPTION OF LAND WITHIN THE DISTRICT

Phase 2:

THAT PART OF SECTIONS 8 & 9, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 9 AND RUN THENCE N-89°58'07"-E ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, 1865.81 FEET; THENCE N-00°01'53"-W, 247.65 FEET; THENCE N-00°41'07"-E, 178.59 FEET; THENCE N-65°58'09"-W, 132.26 FEET; THENCE N-58°19'08"-W, 210.85 FEET; THENCE N-61°10'05"-W, 134.05 FEET; THENCE S-81°49'54"-W, 50.47 FEET; THENCE N-57°05'32"-W, 104.75 FEET; THENCE S-48°54'17"-W, 18.23 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1360.46 FEET, A CHORD OF 274.53 FEET AND A CHORD BEARING OF N-37°45'56"-W THROUGH A CENTRAL ANGLE OF 11°34'54" AN ARC LENGTH OF 275.00 FEET; THENCE S-56°05'06"-W, 50.03 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1010.00 FEET, A CHORD OF 269.29 FEET AND A CHORD BEARING OF S-65°09'55"-W THROUGH A CENTRAL ANGLE OF 15°19'20" AN ARC LENGTH OF 270.10 FEET; THENCE S-72°49'35"-W, 209.24 FEET; THENCE S-23°51'50"-W, 268.62 FEET; THENCE N-66°08'10"-W, 160.00 FEET; THENCE S-23°51'50"-W, 20.00 FEET; THENCE N-66°08'10"-W, 115.00 FEET; THENCE N-88°32'43"-W, 138.19 FEET; THENCE N-89°56'52"-W, 137.01 FEET TO THE WEST BOUNDARY OF SAID SECTION 9; THENCE N-00°07'16"-E ALONG SAID WEST BOUNDARY, 1646.83 FEET; THENCE N-90°00'00"-W, 80.00 FEET; THENCE N-00°07'16"-E, 387.68 FEET TO THE RIGHT OF WAY OF WEST PIPKIN ROAD; THENCE N-89°59'54"-W ALONG SAID RIGHT OF WAY, 982.20 FEET; THENCE S-36°31'55"-W ALONG THE EASTERLY LINE OF THE LAKELAND LINDER REGIONAL AIRPORT APPROACH SURFACE, 3224.55 FEET TO A POINT OF THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE S-89°56'41"-E ALONG SAID SOUTH BOUNDARY, 321.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S-89°56'35"-E ALONG THE SOUTHERN BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 8, 2655.16 FEET TO THE POINT OF BEGINNING.

Phase 3:

Parcel 232917-000000-031000:

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

Parcel 232917-000000-010000:

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

Parcel 232917-000000-023080:

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

Parcel 232917-000000-042120:

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

Parcel 232917-000000-042070:

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

Parcel 232917-000000-044110:

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

Parcel 232917-000000-044140:

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

Parcel 232917-000000-042110:

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

APPENDIX
ASSESSMENT TABLES

APPENDIX TABLE 1
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT LAND USE PLAN
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Development Phase (1)</u> | <u>Description</u> | <u>Estimated Start</u> <u>Date</u> | <u>Estimated</u> <u>Completion Date</u> | <u>Number of</u> <u>Lots/Units</u> |
|------------------------------|--------------------|---------------------------------------|--|---------------------------------------|
| Phase II | Single-Family Lot | 2015 | 2016 | 207 |
| Phase III | Single-Family Lot | 2016 | 2018 | 1,431 |
| Phase III | Multi-Family Unit | 2016 | 2018 | 450 |
| Total | | | | 2,088 |

(1) Phase I of the overall P.U.D. is complete and not included within the boundaries of the District.

APPENDIX TABLE 2
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
CIP COST ESTIMATES
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Infrastructure Component</u> | <u>Estimated Costs,</u> <u>Phase II</u> | <u>Estimated Costs,</u> <u>Phase III</u> | <u>Total Costs, all</u> <u>Phases</u> |
|--|--|---|--|
| Offsite Improvs & PH 3 Master Blvd | \$0 | \$4,443,450 | \$4,443,450 |
| Stormwater Management | \$3,654,000 | \$15,649,500 | \$19,303,500 |
| Utilities (Water and Sewer) | \$1,363,000 | \$5,333,200 | \$6,696,200 |
| Roadways | \$1,305,000 | \$5,059,800 | \$6,364,800 |
| Entry Features and Signage | \$750,000 | \$860,000 | \$1,610,000 |
| Amenities | \$1,000,000 | \$1,600,000 | \$2,600,000 |
| Contingency | \$700,000 | \$1,980,000 | \$2,680,000 |
| Totals | \$8,772,000 | \$34,925,950 | \$43,697,950 |

APPENDIX TABLE 3
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED BOND FINANCING DETAILS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| | |
|---|-------------------------|
| Bond Fund | Value (1) |
| Construction/Acquisition Fund | \$43,697,950 |
| Debt Service Reserve | \$2,906,500 |
| Capitalized Interest | \$2,192,969 |
| Costs of Issuance (Including Underwriter's Fee) | \$1,200,000 |
| Contingency | \$2,581 |
| Total Bond Principal | \$50,000,000 |
| Average Annual Interest Rate: | 7.50% |
| Term (Years): | 30 |
| Capitalized Interest Through: | November 1, 2017 |
| Capitalized Interest (Months): | 35 |
| Maximum Net Annual Debt Service: | \$4,233,562 |

(1) The values shown are estimated and subject to change. Future supplemental assessment methodology report(s) will outline the actual details of the District's bond issuance(s).

APPENDIX TABLE 4
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ERU VALUE ASSIGNMENTS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| Phase | <u>Planned Lots/Units</u> | <u>ERU Value per Lot/Unit</u> | <u>ERU Values, all Lots/Units</u> | <u>% of ERUs per Category</u> |
|-------------------------|----------------------------------|--|--|--|
| Phase II Single-Family | 207 | 1.0 | 207 | 10.7% |
| Phase III Single-Family | 1,431 | 1.0 | 1,431 | 74.1% |
| Phase III Multi-Family | 450 | 0.65 | 293 | 15.2% |
| Totals | 2,088 | | 1,931 | 100.0% |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

APPENDIX TABLE 5
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED MAXIMUM BOND ASSESSMENTS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| Phase | Planned Lots/Units | <u>% of ERUs per</u> <u>Category</u> | <u>Bond Principal</u> <u>Assmt./ Category</u> | <u>Bond Principal</u> <u>Assmt. per</u> <u>Lot/Unit</u> |
|-------------------------|---------------------------|---|--|--|
| Phase II Single-Family | 207 | 10.7% | \$5,361,305 | \$25,900 |
| Phase III Single-Family | 1,431 | 74.1% | \$37,062,937 | \$25,900 |
| Phase III Multi-Family | 450 | 15.2% | \$7,575,758 | \$16,835 |
| Totals | 2,088 | 100.0% | \$50,000,000 | |

| Phase | <u>% of ERUs per</u> <u>Category</u> | <u>Bond Net Annual</u> <u>Assmt./Category</u> | <u>Bond Net Annual</u> <u>Assmt. per Lot/Unit</u> | <u>Bond Gross</u> <u>Annual Assmt./</u> <u>Category (1)</u> | <u>Bond Gross</u> <u>Annual Assmt./</u> <u>Unit (1)</u> |
|-------------------------|---|--|--|--|--|
| Phase II Single-Family | 10.7% | \$453,948 | \$2,193 | \$488,117 | \$2,358 |
| Phase III Single-Family | 74.1% | \$3,138,165 | \$2,193 | \$3,374,371 | \$2,358 |
| Phase III Multi-Family | 15.2% | \$641,449 | \$1,425 | \$689,730 | \$1,533 |
| Totals | 100.0% | \$4,233,562 | | \$4,552,217 | |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



AMENDMENT TO THE AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY, SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

October 2019

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared on October 8, 2019

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



**AMENDMENT TO THE AMENDED AND RESTATED
MASTER ASSESSMENT METHODOLOGY,
SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

October 8, 2019

1.0 Introduction

1.1 Purpose

This "Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)" dated October 1, 2019 ("Amendment Methodology") provides a methodology for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Amendment Methodology operates consistent with the District's "Amended and Restated Master Assessment Methodology" dated March 8, 2018 ("Master Methodology"). This Amendment Methodology is necessary to account for a change to the District's Phase 3C - Riverstone Phases 3 & 4 ("Phase 3C") capital improvement program ("CIP"). The Phase 3C CIP includes a bridge infrastructure component and cost within Phase 3C that was not included in the Master Methodology CIP and specifically benefits the lands within Phase 3C.

The Amendment Methodology applied herein has two goals: (1) identifying the special benefits received by properties within the District's Phase 3C as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District's Phase 3C. The District has implemented a Phase 3C CIP that will allow for the development of property within the District's Phase 3C. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Amendment Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.



1.2 Background

The District includes approximately 586 gross acres of property located within the City of Lakeland, Florida (the "City"). The District is generally located to the south of West Pipkin Road, to the west of Yates Road, just east of County Line Road and to the north of Ewell Road within the City. At build-out, the District is expected to contain 1,453 residential units, recreation areas, parks/conservation, and related infrastructure. Phase 3C is comprised of approximately 93.69 acres as described in Exhibit "A", attached herein.

The District previously issued its Series 2016 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 2A within the District's "Assessment Area 1". The District previously issued its Series 2018 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phases 2B and 3A within the District. The District previously issued its Series 2019 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 3B within the District. The District now desires to issue the Special Assessment Revenue Bonds, Series 2019 ("Series 2019 Bonds") to fund the infrastructure specially benefiting the properties within Phase 3C (described in Exhibit "A"). The land use plan for Phase 3C within the District is found in Table 1.

Table 1. Summary of Phase 3C Land Plan

| Development Phase | Number of Single-Family Lots |
|-------------------------|------------------------------|
| Riverstone Phases 3 & 4 | 186 |

Source: Absolute Engineering, Inc.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. The CIP described in the District Engineer's Report (as defined herein) enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.



1.4 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC ("PFM FA" and/or "Assessment Consultant") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned. Based on the information provided for this Amendment Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.

1.5 Phase 3C Benefits

The new infrastructure improvements included in the Phase 3C CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The Phase 3C CIP described in the District Engineer's Report enables the developable property within Phase 3C to be developed. Without the Phase 3C CIP, there would be no infrastructure to support development of the developable property within Phase 3C.

There is no doubt that the general public, and property owners outside the District, will benefit from the provision of the Phase 3C CIP. However, these benefits are incidental to the Phase 3C CIP, which is designed solely to meet the needs of Phase 3C. Lands outside the District do not depend upon the Phase 3C CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the District receive compared to those lying outside of the boundaries of the District.

Finally, the District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)", dated September 2019 ("Engineer's Report"), as prepared by Absolute Engineering, Inc. ("District Engineer"). As shown in Table 3, the estimated cost of the Phase 3C CIP is \$6,500,000.



The District plans to issue bonds to fund these costs, with total bond principal estimated at \$8,225,000 (Table 4) and Table 2 summarizes the benefit to lands within Phase 3C. As outlined in the Engineer's Report, there will be an estimated 93.7 acres within Phase 3C. Therefore, the average cost of the District's CIP, per gross acre, is \$87,780 on an as-financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$23,920 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is approximately \$111,700 per acre.

Table 2. Demonstration of Special Benefit for Properties in Phase 3C

| Category | Amount |
|---|------------------|
| Maximum Bonds Necessary to Fund PH 3 CIP | \$8,225,000 |
| Gross Acres within PH 3C* | 93.7 |
| PH 3C CIP Financed Cost Per Gross Acre | \$87,780 |
| Value of Unimproved Land/Acre** | \$23,920 |
| Total Cost of Improved Land per Acre | \$111,700 |
| | |
| Est. Avg. Value of Finished Home and Lot | \$250,000 |
| Value of Lot @ 25% | \$62,500 |
| Density/Gross Assessable Acre | 1.99 |
| Est. Value of Finished Lots/Land per Acre | \$124,066 |
| Net Benefit per Acre from CDD Improvements | \$12,366 |

*Source: Absolute Engineering, Inc.

**2018 Value provided by the Polk County Property Appraiser for District Parcels

Based on the land development plan, and market research by the District's Financial Advisor ("FA"), the estimated average value for a single-family home to be developed in the District will average \$250,000. The typical relationship between the total price of a new home and its finished lot is 25%. So, the average home lot in the District is expected to have a retail value of \$62,500.

The land use plan anticipates a gross residential density of 1.99 units per gross acre. Therefore, the average value per acre for properties developed into residential lots is \$124,066. Thus, the estimated net special benefit to District lands is \$12,366 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.



2.0 CIP Plan of Finance

2.1 Infrastructure Installation

As outlined in the Engineer's Report, the District plans to acquire or construct the public infrastructure necessary to serve the lands within Phase 3C. The District infrastructure and improvements for Phase 3C ("Phase 3C Project") are designed to serve and specially benefit the lands within Phase 3C. The estimated costs of the Phase 3C Project are presented in Table 3.

Table 3. Summary of Phase 3C Project

| Infrastructure Component | Estimated Costs, Phase 3C |
|--|---------------------------|
| Stormwater Management | \$2,000,000 |
| Utilities (water, sewer & street lighting) | \$1,250,000 |
| Roadway | \$2,250,000 |
| Entry Feature & Signage | \$250,000 |
| Contingency | \$750,000 |
| Totals | \$6,500,000 |

Source: Absolute Engineering, Inc.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2019 Bonds will fully or partially fund the costs of the Phase 3C Project. The Series 2019 Bonds will be supported by assessments imposed solely to properties located within Phase 3C.

The details of the Series 2019 Bonds issuance required to fund the Phase 3C Project is found in Table 4. As shown in Table 4, the Series 2019 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2019 Bonds.



Table 4. Estimated District Bond Financing Details (1)

| Bond Fund | Value (2) |
|---|--------------------|
| Construction & Acquisition Fund | \$6,500,000 |
| Original Issuers Discount | \$0 |
| Debt Service Reserve | \$535,048 |
| Capitalized Interest | \$822,500 |
| Costs of Issuance (Including Underwriter's Fee) | \$364,500 |
| Contingency | \$2,952 |
| Estimated Bonds Principal | \$8,225,000 |
| | |
| Average Annual Coupon Rate: | 5.00% |
| Term (Years): | 30 |
| Capitalized Interest (Months): | 12 |
| | |
| Maximum Net Annual Debt Service: | \$535,048 |
| Maximum Gross Annual Debt Service (3): | \$575,320 |

(1) Source: PFM Financial Advisors LLC

(2) The values shown are estimated and subject to change

(3) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. PFM FA has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated



amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, the Assessment Consultant has chosen to assign an ERU value of 1.0 to each single-family lot.

3.2 Allocation of Specific Assessments

The CIP cost estimates are outlined in Table 3 and described in detail in the Engineer's Report. The details of the Series 2019 Bonds issuance required to fund the District's CIP is shown in Table 4. The principal and related assessments to secure the Series 2019 Bonds will be allocated among the 186 lots planned for Phase 3C within the District. The resulting bonds principal and related annual debt service assessments assigned to each lot within the District are shown in the corresponding Table 5. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) at this time.

Table 5. Summary of Allocation of Bond Principal and Annual Debt Service

| <u>Unit Type</u> | <u>Unit Count</u> | <u>ERUs/Unit</u> | <u>Total ERUs</u> | <u>Bond Principal Allocation/ Category</u> | <u>Bond Principal Allocation/Unit</u> |
|--------------------|---|---|---|--|---|
| Single Family Lots | 186 | 1.00 | 186.00 | \$8,225,000 | \$44,220 |
| <u>Unit Type</u> | <u>Bond Net Annual Assessment/ Category</u> | <u>Bond Net Annual Assessment/ Unit</u> | <u>Bond Gross Annual Assessment/ Category (1)</u> | <u>Bond Gross Annual Assessment/Unit (1)</u> | |
| Single Family Lots | \$535,048 | \$2,877 | \$575,320 | \$3,093 | |

Source: PFM Financial Advisors LLC

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.3 Assignment of Specific Assessments

The Series 2019 Bond assessments for Phase 3C will initially be assigned to the lands within Phase 3C on an equal per acre basis. The assessments for Phase 3C will be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a "Development Unit"). The specific bond debt assessment that is assigned to platted Development Units will be detailed in a future assessment lien roll, in accordance with the principles and allocations set forth in this Amendment Methodology.



3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within the District, the District shall periodically apply a "true-up" test. Initially, the Series 2019 Bonds assessments shall be allocated across Phase 3C within the District. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within the District. As property within the District is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to the District. For example, as outlined in Table 4, it is estimated that \$8,225,000 in bonds principal will be allocated to Phase 3C at the time of issuance. This \$8,225,000 in bonds principal is expected to be allocated equally to the 186 lots planned for the District at the time the lots are platted. However, should it happen at the time of platting that only 185 lots have been identified in the plat, the owner of the District lands at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the gross acreage within Phase 3C of the District. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 3C of the District are found in Table 6.

Table 6. Series 2019 Bonds, Phase 3C True-Up Thresholds

| Category | 50% | 75% | 90% | 100% |
|---------------------------|------------|------------|------------|-------------|
| Developed Acres | 46.85 | 70.28 | 84.33 | 93.70 |
| Undeveloped Acres | 46.85 | 23.43 | 9.37 | 0.00 |
| Debt per Undeveloped Acre | \$87,780 | \$87,780 | \$87,780 | \$87,780 |

Source: PFM Financial Advisors LLC

In the event that additional land not currently subject to the assessments required to repay the debt associated with the District is developed in such a manner as to receive special benefit from District improvements, it is contemplated that this Amendment Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Amendment Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.



4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Assessment Roll

Table 7 outlines the estimated bond principal assessment per acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 7. Assessment Roll Summary

| <u>Description</u> | <u>Acreage</u> <u>(1)</u> | <u>Series 2019</u> <u>Bonds</u> <u>Principal</u> <u>Assessment</u> | <u>Bond</u> <u>Principal</u> <u>Assessment</u> <u>per</u> <u>Acre</u> | <u>Series 2019</u> <u>Bonds Net</u> <u>Annual</u> <u>Assessment</u> | <u>Series 2019</u> <u>Bonds Net</u> <u>Annual</u> <u>Assessment</u> <u>per Acre</u> | <u>Series 2019</u> <u>Bonds</u> <u>Gross</u> <u>Annual</u> <u>Assessment</u> <u>(2)</u> | <u>Series 2019</u> <u>Bonds Gross</u> <u>Annual</u> <u>Assessment</u> <u>per Acre (2)</u> |
|----------------------|------------------------------|---|---|--|---|--|---|
| | | <u>Assessment</u> | | <u>Assessment</u> | | | |
| Phase 3C – Exhibit A | 93.7 | \$8,225,000 | \$87,780 | \$535,048 | \$5,710.22 | \$575,320 | \$6,140 |

(1) Source: Absolute Engineering, LLC

(2) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

Source: PFM Financial Advisors LLC

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

11

Towne Park Community Development District

Supplemental Assessment Methodology

SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

November 2019

Prepared for:

Members of the Board of Supervisors,
Towne Park Community Development District

Prepared on November 13, 2019

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT,
SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

November 13, 2019

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology (Phase 3C - Riverstone Phases 3 & 4), dated November 13, 2019 ("Supplemental Methodology") provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District's "Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)," dated October 8, 2019 ("Phase 3C Master Amendment Methodology"), which replaced the District's "Amended and Restated Master Assessment Methodology", dated March 8, 2018 ("Amended Methodology") which had replaced the District's "Adopted Master Assessment Methodology" dated January 21, 2015 ("Methodology").

The Supplemental Methodology applied herein has two goals: (1) identifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District. The District has implemented a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors (the "Board"). These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Supplemental Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District includes approximately 586 gross acres of property located within the City of Lakeland, Florida (the “City”). The District is generally located to the south of West Pipkin Road, to the west of Yates Road, just east of County Line Road and to the north of Ewell Road within the City. At build-out, the District is expected to contain 1,453 residential units, recreation areas, parks/conservation, and related infrastructure. Phase 3C - Riverstone Phases 3 & 4 (“Phase 3C”) is comprised of approximately 93.69 acres as described in Exhibit “A”, attached herein.

The District previously issued its Series 2016 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 2A within the District’s “Assessment Area 1”. The District previously issued its Series 2018 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phases 2B and 3A within the District. The District previously issued its Series 2019 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 3B within the District. The District now desires to issue the Special Assessment Revenue Bonds, Series 2019 (“Series 2019 Bonds”) to fund the infrastructure specially benefiting the properties within Phase 3C (described in Exhibit “A”). The land use plan for Phase 3C within the District is found in Table 1.

Table 1. Summary of Phase 3C Land Plan

| Development Phase | Number of Single-Family Lots |
|-------------------------|------------------------------|
| Riverstone Phases 3 & 4 | 186 |

Source: Absolute Engineering, Inc.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District’s CIP that enables properties within the District’s boundaries to be developed. Without the District’s CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. The CIP described in the District Engineer’s Report (as defined herein) enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.

1.4 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC (“PFM FA” and/or “Assessment Consultant”) experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District’s Board, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District’s Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned. Based on the information provided for this Supplemental Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.

2.0 CIP Plan of Finance

2.1 Infrastructure Installation

The District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the “Towne Park Community Development District Fourth Supplemental Engineer’s Report Phase 3C (Assessment Area 3C)”, dated September 2019 (“Engineer’s Report”), as prepared by Absolute Engineering, Inc. (“District Engineer”). As outlined in the Engineer’s Report, the District plans to acquire or construct the public infrastructure necessary to serve the lands within Phase 3C. The District infrastructure and improvements for Phase 3C are designed to serve and specially benefit the lands within Phase 3C (“Phase 3C Project”). The estimated costs of the Phase 3C Project are presented in Table 2.

Table 2. Summary of Phase 3C CIP

| Infrastructure Component | Estimated Costs, Phase 3C |
|--|---------------------------|
| Stormwater Management | \$2,000,000 |
| Utilities (water, sewer & street lighting) | \$1,250,000 |
| Roadway | \$2,250,000 |
| Entry Feature & Signage | \$250,000 |
| Contingency | \$750,000 |
| Totals | \$6,500,000 |

Source: Absolute Engineering, Inc.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2019 Bonds will fully or partially fund the costs of the Phase 3C Project. The Series 2019 Bonds will be supported by assessments imposed solely to properties located within Phase 3C.

The details of the Series 2019 Bonds issuance required to fund the Phase 3C Project is found in Table 3. As shown in Table 3, the Series 2019 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2019 Bonds.

Table 3. District Bond Financing Details (1)

| Bond Fund | Value |
|---|----------------------|
| Construction & Acquisition Fund | \$4,546,785 |
| Original Issuers Discount | \$0 |
| Debt Service Reserve | \$322,120 |
| Capitalized Interest | \$93,772 |
| Costs of Issuance (Including Underwriter's Fee) | \$287,323 |
| Contingency | \$0 |
| Bonds Principal | \$5,250,000 |
| Average Annual Coupon Rate: | 4.53% |
| Term (Years): | 30 |
| Maximum Net Annual Debt Service: | \$322,120 |
| Maximum Gross Annual Debt Service (2): | \$346,366 |

(1) Source: District Underwriter

(2) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount



3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. PFM FA has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, the Assessment Consultant has chosen to assign an ERU value of 1.0 to each single-family lot.

3.2 Allocation of Specific Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The details of the Series 2019 Bonds issuance required to fund the District's CIP is shown in Table 3. The principal and related assessments to secure the Series 2019 Bonds will be allocated among the 186 lots planned for Phase 3C within the District. The resulting bonds principal and related annual debt service assessments assigned to each lot within the District are shown in the corresponding Table 4. Table 4 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) at this time.

Table 4. Summary of Allocation of Bond Principal and Annual Debt Service

| Unit Type | Unit Count | ERUs/Unit | Total ERUs | Bond Principal Allocation/ Category | Bond Principal Allocation/Unit |
|--------------------|------------|-----------|------------|-------------------------------------|--------------------------------|
| Single Family Lots | 186 | 1.00 | 186.00 | \$5,250,000 | \$28,226 |

| Unit Type | Bond Net Annual Assessment/ Category | Bond Net Annual Assessment/ Unit | Bond Gross Annual Assessment/Unit (1) |
|--------------------|--------------------------------------|----------------------------------|---------------------------------------|
| Single Family Lots | \$322,120 | \$1,732 | \$1,862 |

Source: PFM Financial Advisors LLC

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.3 Assignment of Specific Assessments

The Series 2019 Bond assessments for Phase 3C will initially be assigned to the lands within Phase 3C on an equal per acre basis. The assessments for Phase 3C will be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a “Development Unit”). The specific bond debt assessment that is assigned to platted Development Units will be detailed in a future assessment lien roll, in accordance with the principles and allocations set forth in this Supplemental Methodology.

3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within the District, the District shall periodically apply a “true-up” test. Initially, the Series 2019 Bonds assessments shall be allocated across Phase 3C within the District. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within the District. As property within the District is platted, “true-up” or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to the District. For example, as outlined in Table 3, the \$5,250,000 in bonds principal will be allocated to Phase 3C at the time of issuance. This \$5,250,000 in bonds principal is expected to be allocated equally to the 186 lots planned for the District at the time the lots are platted. However, should it happen at the time of platting that only 185 lots have been identified in the plat, the owner of the District lands at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the gross acreage within Phase 3C of the District. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This

true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 3C of the District are found in Table 5.

Table 5. Series 2019 Bonds, Phase 3C True-Up Thresholds

| Category | 50% | 75% | 90% | 100% |
|---------------------------|----------|----------|----------|----------|
| Developed Acres | 46.85 | 70.28 | 84.33 | 93.70 |
| Undeveloped Acres | 46.85 | 23.43 | 9.37 | 0.00 |
| Debt per Undeveloped Acre | \$56,030 | \$56,030 | \$56,030 | \$56,030 |

Source: PFM Financial Advisors LLC

In the event that additional land not currently subject to the assessments required to repay the debt associated with the District is developed in such a manner as to receive special benefit from District improvements, it is contemplated that this Supplemental Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Supplemental Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Assessment Roll

Table 6 outlines the bond principal assessment per acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 6. Assessment Roll Summary

| Description | Acreage (1) | Series 2019 Bonds Principal Assessment | Bond Assessm ent per Acre | Series 2019 Bonds Net Annual Assessment | Series 2019 Bonds Net Annual Assessment per Acre | Series 2019 Bonds Gross Annual Assessment (2) | Series 2019 Bonds Gross Annual Assessment per Acre (2) |
|----------------------|----------------|---|------------------------------------|--|--|--|--|
| Phase 3C – Exhibit A | 93.7 | \$5,250,000 | \$56,030 | \$322,120 | \$3,437.78 | \$346,366 | \$3,697 |

(1) Source: Absolute Engineering, LLC

(2) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

Source: PFM Financial Advisors LLC

EXHIBIT "A"
DESCRIPTION OF DISTRICT LANDS, PHASE 3C

**Towne Park
Community Development District**

Resolution 2020-05

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3C PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE SUPPLEMENTAL ENGINEER'S REPORT AND THE SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE ASSESSMENT AREA 3C BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2019 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Towne Park Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notice and public hearing, Resolution 2020-04, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2020-04, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on _____, 2019, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$_____ of its Special Assessment Bonds, Series 2019 (Assessment Area 3C Project) (the "**Assessment Area 3C Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2020-04, the District desires to set forth the particular terms of the sale of the Assessment Area 3C Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area 3C Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2020-04.

SECTION 2. FINDINGS. The Board of Supervisors of the Towne Park Community Development District hereby finds and determines as follows:

(a) On November 14, 2019, the District, after due notice and public hearing, adopted Resolution 2020-04, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The Towne Park Community Development District *Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)* dated September 2019, attached to this Resolution as **Exhibit A** (the "**Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements of the District (the "**Assessment Area 3C Project**"), to be financed all or in part with the Assessment Area 3C Bonds (the "**Improvements**"), and the estimated costs of the Assessment Area 3C Project as \$6,500,000. The District hereby confirms that the Assessment Area 3C Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area 3C Bonds.

(c) The *Amended and Restated Master Assessment Methodology*, dated March 8, 2018, as amended by that *Amendment to Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019 (the "Master Report"), as supplemented by that *Supplemental Assessment Methodology Report, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019 (the "**Supplemental Report**" and, together with the Master Report, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies to the Improvements and the actual terms of the Assessment Area 3C Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Assessment Area 3C Bonds.

(d) The Assessment Area 3C Project will specially benefit certain property within the District, a legal description of which is attached hereto as **Exhibit C** ("**Assessment Area 3C**"). It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area 3C Project financed with the Assessment Area 3C Bonds to the specially benefited properties within the District as set forth in Resolution 2020-04, and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA 3C BONDS. As provided in Resolution 2020-04, this Resolution is intended to set forth the

terms of the Assessment Area 3C Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Assessment Area 3C Bonds, in a par amount of \$_____, shall bear such rates of interest and maturity as shown on **Exhibit D** attached hereto. The final payment on the Assessment Area 3C Bonds shall be due on November 1, _____. The estimated sources and uses of funds of the Assessment Area 3C Bonds shall be as set forth in **Exhibit E**. The debt service due on the Assessment Area 3C Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Assessment Area 3C Bonds on Assessment Area 3C (the "**Assessment Area 3C Assessments**"), shall be the principal amount due on the Assessment Area 3C Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Assessment Area 3C Bonds are secured solely by the lien against Assessment Area 3C.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE ASSESSMENT AREA 3C BONDS.

(a) The Assessment Area 3C Assessments for the Assessment Area 3C Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The District's Supplemental Report is consistent with the District's Master Report. The Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Assessment Area 3C Bonds. The estimated costs of collection of the Assessment Area 3C Assessments for the Assessment Area 3C Bonds are as set forth in the Assessment Report.

(b) The lien of the Assessment Area 3C Assessments securing the Assessment Area 3C Bonds includes all property within Assessment Area 3C, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated June 1, 2016, and the *Fifth Supplemental Trust Indenture*, dated December 1, 2019 (together, the "**Indenture**"), the District shall begin annual collection of the Assessment Area 3C Assessments for the Assessment Area 3C Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit F**. The Assessment Area 3C Bonds include an amount for capitalized interest through _____.

(d) The Assessment Area 3C Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Assessment Area 3C Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and

in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Assessment Area 3C Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Assessment Area 3C Assessments may prepay the entire remaining balance of the Assessment Area 3C Assessments at any time, or a portion of the remaining balance of the Assessment Area 3C Assessments one time if there is also paid, in addition to the prepaid principal balance of the Assessment Area 3C Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Assessment Area 3C Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Assessment Area 3C Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Assessment Area 3C Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Assessment Area 3C Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessment Area 3C Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2020-04, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the Assessment Area 3C Assessments securing the Assessment Area 3C Bonds shall be allocated as set forth in Resolution 2020-04, this Resolution, and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

Based on the final par amount of \$_____ in Assessment Area 3C Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Assessment Area 3C Bonds only to the credit of the Assessment Area 3C Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Indenture governing the Assessment Area 3C Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these Assessment Area 3C Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Assessment Area 3C Assessments or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2020-04, which remains in full force and effect. This Resolution and Resolution 2020-04 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Assessment Area 3C Special Assessments securing the Assessment Area 3C Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 14th day of November, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

| | |
|-----------------------------|---|
| Exhibit A: | <i>Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C) dated September 2019</i> |
| Composite Exhibit B: | <i>Amended and Restated Master Assessment Methodology, dated March 8, 2018; Amendment to Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4) dated October 2019; and Supplemental Assessment Methodology Report, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4) dated October 2019</i> |
| Exhibit C: | Legal Description of Assessment Area 3C |
| Exhibit D: | Maturities and Coupons of Assessment Area 3C Bonds |
| Exhibit E: | Sources and Uses of Funds for Assessment Area 3C Bonds |
| Exhibit F: | Annual Debt Service Payment Due on Assessment Area 3C Bonds |

EXHIBIT A

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

***FOURTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3C (Assessment Area 3C)***

**PREPARED FOR:
BOARD OF SUPERVISORS
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**PREPARED BY:
ABSOLUTE ENGINEERING, INC.**

Engineering Business No. 28358

SEPTEMBER 2019

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

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TOWNE PARK
FOURTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3C (Assessment Area 3C)

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 and west of Yates Road in the City of Lakeland (the "City"), Polk County, Florida (the "County"). The District currently contains approximately 586 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 Commission on November 3, 2014, as amended by Ordinance No. 5766 enacted by the City Commission on April 1, 2019. 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. The CDD will acquire the property and improvements from the Developer at the lower of cost or fair market value.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory requirements of the City, the 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" or the "Development"). 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 the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in Phases 3C of the Community (also known as Riverstone Phases 3 & 4). Phase 3C is currently designed and being permitted for 186 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 Preliminary Engineer's Report, dated November 2014, prepared by Landmark Engineering & Surveying Corporation.

III. PROPOSED IMPROVEMENTS

The Infrastructure improvements for Phase 3C 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 jointly by the City, the 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 3B will serve Phase 3C.

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,

tennis courts, multi-purpose fields, parks and open spaces. The District will operate and maintain the public facilities constructed within these areas.

Electric and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the undergrounding of the electric conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes will be owned and maintained by Lakeland Electric, with Lakeland Electric providing underground electrical service to the Development. The purchase and installation of street lighting along internal roadways within the CDD will not be funded by the District. These lights will be owned, operated and maintained by Lakeland Electric after dedication, with the District funding maintenance services.

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.

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.

IV. PERMITTING

All required construction permits for Phase 3C 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) | SUB-18-015 |
| SWFWMD ERP | 43043355.002 |
| Construction Permits (Lakeland) | SUB-18-015 |
| FDEP Water | September 2019 |
| FDEP Sewer | September 2019 |

V. 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 construction of Phase 3C 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 the County, which we believe to be necessary in order to facilitate estimated costs associated with the *Opinion of Probable Costs* in Table Two of this report. 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 Phase 3C of The District

Distribution by Land Use ⁽¹⁾

| Land Use | TOTAL (acres) | Percentage |
|-------------------------|---------------|----------------|
| Stormwater Ponds | 18.7 | 20.0 % |
| Residential | 56.4 | 60.2 % |
| Commercial | 0 | 0 % |
| Wetland / Conservation | 18.6 | 19.8 % |
| Recreation / Open Space | 0 | 0 % |
| TOTAL | 93.7 | 100.0 % |

Distribution by Lot Size

| Phase | SF Lots | MF Units | TOTAL | Percentage |
|--------------|------------|----------|------------|----------------|
| TOTAL | 186 | 0 | 186 | 100.0 % |

Notes:

1. Figures are approximate; Areas may change upon final layout

**TABLE TWO
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

| Number of Lots | 186 |
|--|--------------------------------|
| Infrastructure ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | Phase 3C ⁽³⁾ |
| Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$ 2,000,000 |
| Utilities (Water, Sewer, & Street Lighting) ⁽⁶⁾ | \$ 1,250,000 |
| Roadway ⁽⁴⁾ | \$ 2,250,000 |
| Entry Feature & Signage ⁽⁷⁾ | \$ 250,000 |
| Contingency | \$ 750,000 |
| TOTAL | \$ 6,500,000 |

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 or improvements purchased by the District will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation. Does not include cost of transporting fill to, or use of fill on, privately owned land.
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 2019 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. Only undergrounding of wires on public right-of-way, utility easements and on District land will be financed by the District.

Phasing References

| Hamilton Phasing Map | "Master" Phasing ¹ | Supplemental Engineer's Reports (Sub-Phasing) | Bond Documents (Assessment Area References) |
|-----------------------------|-------------------------------|---|---|
| Towne Park Estates Phase 2A | Phase 2 | Phase 2A <ul style="list-style-type: none"> First Supplemental Engineer's Report Phase 2A & 2B (Assessment Area 1), dated May 12, 2016 | Towne Park Estates 2A <ul style="list-style-type: none"> Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016) (also known as Assessment Area 2A per Fourth Supplemental Trust Indenture, Series 2019) |
| Towne Park Estates Phase 2B | | Phase 2B <ul style="list-style-type: none"> First Supplemental Engineer's Report Phase 2A & 2B (Assessment Area 1), dated May 12, 2016; and Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 | Towne Park Estates 2B <ul style="list-style-type: none"> Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016) Part of Assessment Area 2B per Second Supplemental Trust Indenture (Series 2018) |
| Riverstone Phase 1 | Phase 3 | Phase 3A <ul style="list-style-type: none"> Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 Towne Park Estates South <ul style="list-style-type: none"> Map attached to Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2), dated February 2018 | Riverstone Phase 1 <ul style="list-style-type: none"> Part of Assessment Area 3A per Third Supplemental Trust Indenture (Series 2018) |
| Riverstone Phase 2 | | Phase 3B <ul style="list-style-type: none"> Third Supplemental Engineer's Report Phase 3B (Assessment Area 3B), dated June 2019 | Riverstone Phase 2 <ul style="list-style-type: none"> Part of Assessment Area 3B per Fourth Supplemental Trust Indenture (Series 2019) |
| Riverstone Phases 3 & 4 | | Phase 3C <ul style="list-style-type: none"> Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C), dated August 2019 | Riverstone Phases 3 & 4 <ul style="list-style-type: none"> Part of Assessment Area 3C per Fifth Supplemental Trust Indenture (Series 2019) |
| Riverstone Phases 5 & 6 | | TBD | TBD |

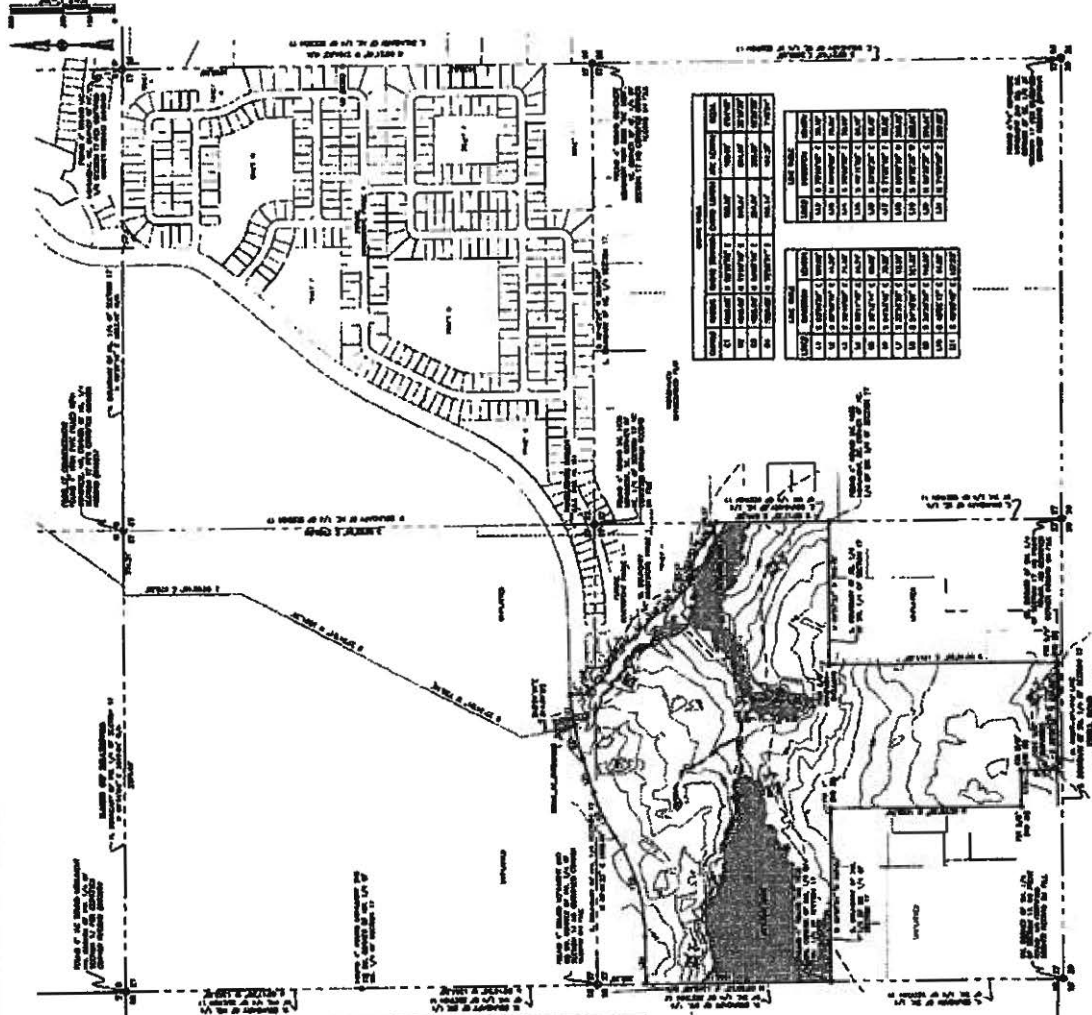
¹ Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018

MAP OF BOUNDARY SURVEY

Secretary's Note: In response to a request from the American Medical Association, the following information is being furnished to you for your information. The information is being furnished to you for your information and is not to be used for any other purpose. The information is being furnished to you for your information and is not to be used for any other purpose. The information is being furnished to you for your information and is not to be used for any other purpose.

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ELEVATIONS SHOWN HEREON ARE NAVD 1988



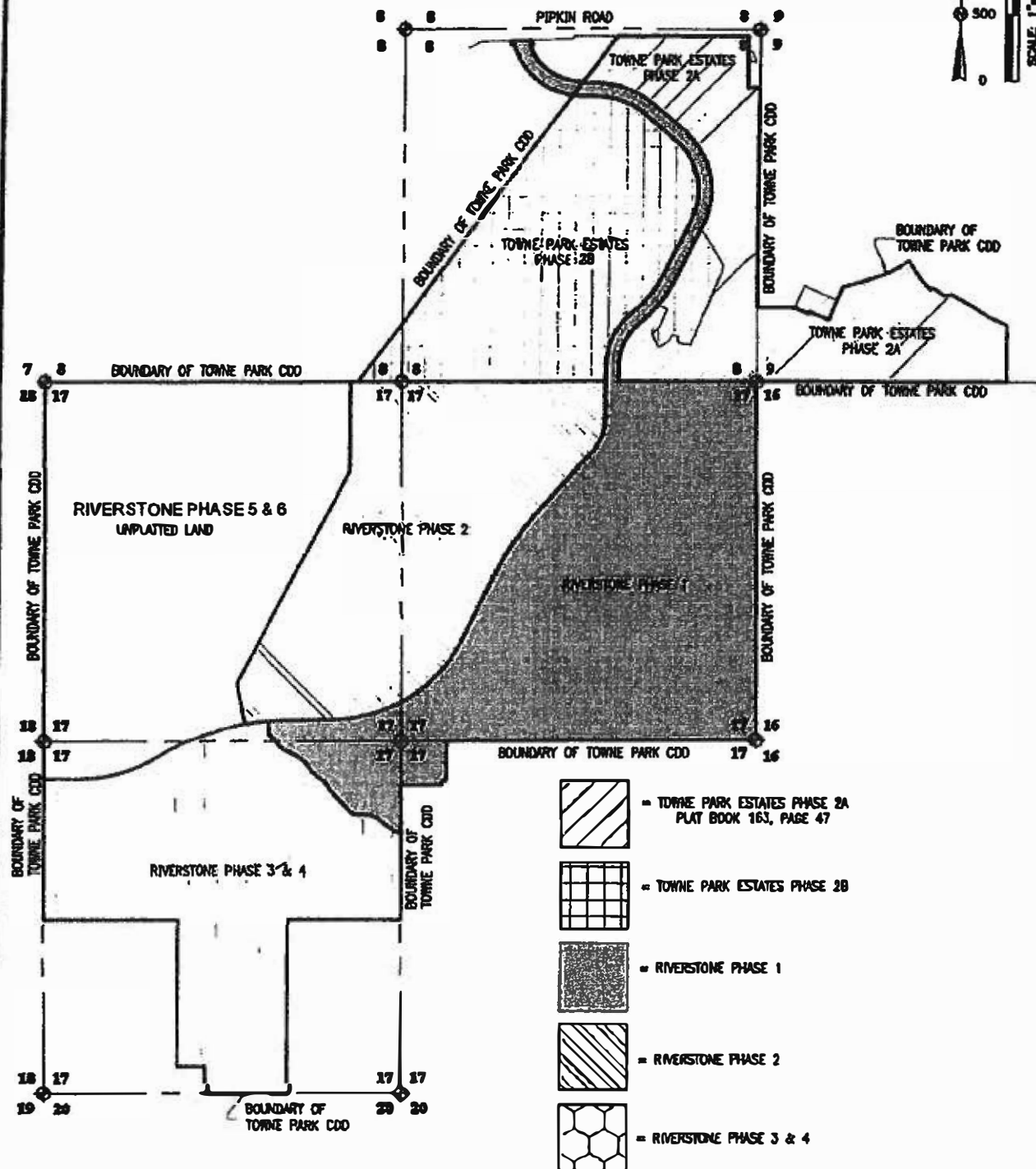
LETTERS TO THE EDITOR - OVER ALL

EXHIBIT 2

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK __, PAGE __ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS



TOWNE PARK CDD
CITY OF LAKELAND, POLK COUNTY, FLORIDA

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**PRELIMINARY AMENDED &
RESTATED MASTER
ASSESSMENT METHODOLOGY**

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

March 8, 2018

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, Florida 32817**

**PRELIMINARY AMENDED & RESTATED
MASTER ASSESSMENT METHODOLOGY
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

March 8, 2018

1.0 Introduction

1.1 Purpose

This "Preliminary Amended & Restated Master Assessment Methodology" dated March 8, 2018 ("Methodology"), effectively amends and restates the District's "Adopted Master Assessment Methodology" dated January 21, 2014 ("Adopted Methodology") in order to reflect additional infrastructure improvements not included in the Adopted Methodology. The Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. The Methodology has two goals: (1) quantifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the first phase of the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District includes approximately 584.8 gross acres of property located within the City of Lakeland, Florida. The District is generally located to the south of West Pinkin Road, to the west of Yates Road, and to the north of Ewell Road within the City of Lakeland. At build-out, the District is expected to contain 1,638 single-family lots, 450 multi-family units, recreation areas, parks/conservation, and related infrastructure. The legal description of the land included within the District's boundaries is found in Exhibit "A." The land use plan for the District is found in Table 1 (all tables are found in the attached Appendix.)

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and certain property owners outside the District will benefit from the provision of District infrastructure. However, such benefit is incidental to the benefit to property within the District resulting from the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

2.0 CIP Plan of Finance

2.1 Infrastructure Installation

The District will install its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Master Engineer's Report" dated November 2014, as amended by the First Amendment dated March 2018, (together, the "Engineer's Report"), as prepared by Hamilton Engineering & Surveying, Inc. ("District Engineer"). Although the District will install its infrastructure in multiple phases, the CIP is designed to operate as a system, with improvements implemented during initial phases benefiting properties within subsequent phases and improvements implemented in later phases benefitting properties within initial phases. The estimated costs of the District's CIP are presented in Table 2.

2.3 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds will be issued in several series, as development progresses within the District. A number of component funds will comprise the total principal of the bonds to be issued by the District. The funds may include, but are not limited to, acquisition and construction, capitalized interest, debt service reserve, underwriter's discount, and issuance costs. An estimate of the bond issuance required to fund the District's CIP is found in Table 3.

As bonds are issued by the District, Fishkind will issue supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond service assessments for properties that been assessed to secure each bond issuance.

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each planned single-family residential lot and a 0.65 ERU for each planned multi-family residential unit.

A lower ERU value for the multi-family development is appropriate here as the average size of the multi-family units will be smaller and more densely developed than the planned single-family units. These physical characteristics of the multi-family development planned for the District indicate that these units will receive a lesser benefit from the District's CIP when compared to the planned single-family units. For example, the proportionate length of roadway needed to serve each multi-family unit is less than the length required to serve single family units. Additionally, the smaller land area required for each multi-family unit will produce less stormwater runoff than each single-family lot, and so each multi-family unit will have a reduce impact on the District's stormwater facilities, when compared to a single-family unit.

3.2 Assignment of Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The maximum amount of bonds required to fund the CIP costs has been calculated and is shown in Table 3. The bond principal and related annual debt service assessments will then be apportioned among the development planned for the District on the basis of ERU values, as outlined in Table 4. The resulting bond principal and related annual debt service assessment for each lot planned for the District are shown in Table 5. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual platted lots at that time.

One or more future supplemental assessment methodology reports will outline the precise bond debt service assessments assigned to the lands within the District. If the lands within the District are unplatted, bond debt service assessments will initially be assigned to the undeveloped developable land within the District on an equal per-acre basis. The assessments for each platted lot (a platted single-family lot will be referred to herein as a "Development Unit") will be assigned to each Development Unit when a parcel is *initially* platted.

3.3 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within each phase, the District shall periodically apply a "true-up" test. Initially, District bond debt shall be allocated to each phase as outlined in Table 3. This bond debt shall, prior to platting, be allocated equally to each of the developable acres within each phase. As property is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to each phase. For example, as outlined in Table 3, it is estimated that \$50,000,000 in bond principal will be allocated to the developable lands within the District at the time of issuance. This \$50,000,000 in principal will initially be allocated equally to all 584.8 acres located within the District, resulting in \$85,499 in bond principal assessment per acre.

The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the developable acreage within the District. Should it be determined at one of these platting benchmarks that the bond principal remaining per undeveloped acre exceeds the \$85,499 threshold, the owner of the land at the time of platting will be required to make a true-up payment to the District sufficient to reduce remaining bond principal per acre to the permissible \$85,499 level. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made.

In the event that additional land not currently subject to the assessments is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was

made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Preliminary Assessment Roll

The table below outlines the maximum bond principal assessment per developable acre for the lands within the District. The legal description of the land included within the District is found in Exhibit "A", below.

Preliminary Assessment Roll

| <u>Description</u> | <u>Acreage</u> | <u>Bond Principal Assessment</u> | <u>Bond Principal Assessment per Acre</u> | <u>Bond Gross Annual Assessment (1)</u> | <u>Bond Gross Annual Assessment per Acre (1)</u> |
|--------------------|----------------|--|---|---|--|
| See Exhibit "A" | 584.8 | \$50,000,000 | \$85,499 | \$4,552,217 | \$7,784 |

(1) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

EXHIBIT "A"

DESCRIPTION OF LAND WITHIN THE DISTRICT

Phase 2:

THAT PART OF SECTIONS 8 & 9, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 9 AND RUN THENCE N-89°58'07"-E ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, 1865.81 FEET; THENCE N-00°01'53"-W, 247.65 FEET; THENCE N-00°41'07"-E, 178.59 FEET; THENCE N-65°58'09"-W, 132.26 FEET; THENCE N-58°19'08"-W, 210.85 FEET; THENCE N-61°10'05"-W, 134.05 FEET; THENCE S-81°49'54"-W, 50.47 FEET; THENCE N-57°05'32"-W, 104.75 FEET; THENCE S-48°54'17"-W, 18.23 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1360.46 FEET, A CHORD OF 274.53 FEET AND A CHORD BEARING OF N-37°45'56"-W THROUGH A CENTRAL ANGLE OF 11°34'54" AN ARC LENGTH OF 275.00 FEET; THENCE S-56°05'06"-W, 50.03 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1010.00 FEET, A CHORD OF 269.29 FEET AND A CHORD BEARING OF S-65°09'55"-W THROUGH A CENTRAL ANGLE OF 15°19'20" AN ARC LENGTH OF 270.10 FEET; THENCE S-72°49'35"-W, 209.24 FEET; THENCE S-23°51'50"-W, 268.62 FEET; THENCE N-66°08'10"-W, 160.00 FEET; THENCE S-23°51'50"-W, 20.00 FEET; THENCE N-66°08'10"-W, 115.00 FEET; THENCE N-88°32'43"-W, 138.19 FEET; THENCE N-89°56'52"-W, 137.01 FEET TO THE WEST BOUNDARY OF SAID SECTION 9; THENCE N-00°07'16"-E ALONG SAID WEST BOUNDARY, 1646.83 FEET; THENCE N-90°00'00"-W, 80.00 FEET; THENCE N-00°07'16"-E, 387.68 FEET TO THE RIGHT OF WAY OF WEST PIPKIN ROAD; THENCE N-89°59'54"-W ALONG SAID RIGHT OF WAY, 982.20 FEET; THENCE S-36°31'55"-W ALONG THE EASTERLY LINE OF THE LAKELAND LINDER REGIONAL AIRPORT APPROACH SURFACE, 3224.55 FEET TO A POINT OF THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE S-89°56'41"-E ALONG SAID SOUTH BOUNDARY, 321.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S-89°56'35"-E ALONG THE SOUTHERN BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 8, 2655.16 FEET TO THE POINT OF BEGINNING.

Phase 3:

Parcel 232917-000000-031000:

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

Parcel 232917-000000-010000:

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

Parcel 232917-000000-023080:

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

Parcel 232917-000000-042120:

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

Parcel 232917-000000-042070:

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

Parcel 232917-000000-044110:

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

Parcel 232917-000000-044140:

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

Parcel 232917-000000-042110:

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

APPENDIX
ASSESSMENT TABLES

APPENDIX TABLE 1
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT LAND USE PLAN
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Development Phase (1)</u> | <u>Description</u> | <u>Estimated Start</u> <u>Date</u> | <u>Estimated</u> <u>Completion Date</u> | <u>Number of</u> <u>Lots/Units</u> |
|------------------------------|--------------------|---------------------------------------|--|---------------------------------------|
| Phase II | Single-Family Lot | 2015 | 2016 | 207 |
| Phase III | Single-Family Lot | 2016 | 2018 | 1,431 |
| Phase III | Multi-Family Unit | 2016 | 2018 | 450 |
| Total | | | | 2,088 |

(1) Phase I of the overall P.U.D. is complete and not included within the boundaries of the District.

APPENDIX TABLE 2
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
CIP COST ESTIMATES
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Infrastructure Component</u> | <u>Estimated Costs, Phase II</u> | <u>Estimated Costs, Phase III</u> | <u>Total Costs, all Phases</u> |
|------------------------------------|--------------------------------------|---------------------------------------|------------------------------------|
| Offsite Improvs & PH 3 Master Blvd | \$0 | \$4,443,450 | \$4,443,450 |
| Stormwater Management | \$3,654,000 | \$15,649,500 | \$19,303,500 |
| Utilities (Water and Sewer) | \$1,363,000 | \$5,333,200 | \$6,696,200 |
| Roadways | \$1,305,000 | \$5,059,800 | \$6,364,800 |
| Entry Features and Signage | \$750,000 | \$860,000 | \$1,610,000 |
| Amenities | \$1,000,000 | \$1,600,000 | \$2,600,000 |
| Contingency | \$700,000 | \$1,980,000 | \$2,680,000 |
| Totals | \$8,772,000 | \$34,925,950 | \$43,697,950 |

APPENDIX TABLE 3
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED BOND FINANCING DETAILS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| | |
|--|-------------------------|
| Bond Fund | Value (1) |
| Construction/Acquisition Fund | \$43,697,950 |
| Debt Service Reserve | \$2,906,500 |
| Capitalized Interest | \$2,192,969 |
| Costs of Issuance (Including Underwriter's Fee) | \$1,200,000 |
| Contingency | \$2,581 |
| Total Bond Principal | \$50,000,000 |
| Average Annual Interest Rate: | 7.50% |
| Term (Years): | 30 |
| Capitalized Interest Through: | November 1, 2017 |
| Capitalized Interest (Months): | 35 |
| Maximum Net Annual Debt Service: | \$4,233,562 |

(1) The values shown are estimated and subject to change. Future supplemental assessment methodology report(s) will outline the actual details of the District's bond issuance(s).

APPENDIX TABLE 4
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ERU VALUE ASSIGNMENTS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Phase</u> | <u>Planned Lots/Units</u> | <u>ERU Value per Lot/Unit</u> | <u>ERU Values, all Lots/Units</u> | <u>% of ERUs per Category</u> |
|-------------------------|---------------------------|-------------------------------|-----------------------------------|-------------------------------|
| Phase II Single-Family | 207 | 1.0 | 207 | 10.7% |
| Phase III Single-Family | 1,431 | 1.0 | 1,431 | 74.1% |
| Phase III Multi-Family | 450 | 0.65 | 293 | 15.2% |
| Totals | 2,088 | | 1,931 | 100.0% |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

APPENDIX TABLE 5
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED MAXIMUM BOND ASSESSMENTS
FIRST AMENDMENT - MASTER ASSESSMENT METHODOLOGY

| <u>Phase</u> | <u>Planned Lots/Units</u> | <u>% of ERUs per Category</u> | <u>Bond Principal Assmt./ Category</u> | <u>Bond Principal Assmt. per Lot/Unit</u> |
|-------------------------|---------------------------|-------------------------------|--|---|
| Phase II Single-Family | 207 | 10.7% | \$5,361,305 | \$25,900 |
| Phase III Single-Family | 1,431 | 74.1% | \$37,062,937 | \$25,900 |
| Phase III Multi-Family | 450 | 15.2% | \$7,575,758 | \$16,835 |
| Totals | 2,088 | 100.0% | \$50,000,000 | |

| <u>Phase</u> | <u>% of ERUs per Category</u> | <u>Bond Net Annual Assmt./Category</u> | <u>Bond Net Annual Assmt. per Lot/Unit</u> | <u>Bond Gross Annual Assmt./ Category (1)</u> | <u>Bond Gross Annual Assmt./ Unit (1)</u> |
|-------------------------|-------------------------------|--|--|---|---|
| Phase II Single-Family | 10.7% | \$453,948 | \$2,193 | \$488,117 | \$2,358 |
| Phase III Single-Family | 74.1% | \$3,138,165 | \$2,193 | \$3,374,371 | \$2,358 |
| Phase III Multi-Family | 15.2% | \$641,449 | \$1,425 | \$689,730 | \$1,533 |
| Totals | 100.0% | \$4,233,562 | | \$4,552,217 | |

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include an 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



AMENDMENT TO THE AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY, SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

October 2019

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared on October 8, 2019

**PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817**



**AMENDMENT TO THE AMENDED AND RESTATED
MASTER ASSESSMENT METHODOLOGY,
SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

October 8, 2019

1.0 Introduction

1.1 Purpose

This "Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)" dated October 1, 2019 ("Amendment Methodology") provides a methodology for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Amendment Methodology operates consistent with the District's "Amended and Restated Master Assessment Methodology" dated March 8, 2018 ("Master Methodology"). This Amendment Methodology is necessary to account for a change to the District's Phase 3C - Riverstone Phases 3 & 4 ("Phase 3C") capital improvement program ("CIP"). The Phase 3C CIP includes a bridge infrastructure component and cost within Phase 3C that was not included in the Master Methodology CIP and specifically benefits the lands within Phase 3C.

The Amendment Methodology applied herein has two goals: (1) identifying the special benefits received by properties within the District's Phase 3C as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District's Phase 3C. The District has implemented a Phase 3C CIP that will allow for the development of property within the District's Phase 3C. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Amendment Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.



1.2 Background

The District includes approximately 586 gross acres of property located within the City of Lakeland, Florida (the "City"). The District is generally located to the south of West Pipkin Road, to the west of Yates Road, just east of County Line Road and to the north of Ewell Road within the City. At build-out, the District is expected to contain 1,453 residential units, recreation areas, parks/conservation, and related infrastructure. Phase 3C is comprised of approximately 93.69 acres as described in Exhibit "A", attached herein.

The District previously issued its Series 2016 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 2A within the District's "Assessment Area 1". The District previously issued its Series 2018 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phases 2B and 3A within the District. The District previously issued its Series 2019 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 3B within the District. The District now desires to issue the Special Assessment Revenue Bonds, Series 2019 ("Series 2019 Bonds") to fund the infrastructure specially benefiting the properties within Phase 3C (described in Exhibit "A"). The land use plan for Phase 3C within the District is found in Table 1.

Table 1. Summary of Phase 3C Land Plan

| Development Phase | Number of Single-Family Lots |
|-------------------------|------------------------------|
| Riverstone Phases 3 & 4 | 186 |

Source: Absolute Engineering, Inc.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. The CIP described in the District Engineer's Report (as defined herein) enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.



1.4 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC ("PFM FA" and/or "Assessment Consultant") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned. Based on the information provided for this Amendment Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.

1.5 Phase 3C Benefits

The new infrastructure improvements included in the Phase 3C CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The Phase 3C CIP described in the District Engineer's Report enables the developable property within Phase 3C to be developed. Without the Phase 3C CIP, there would be no infrastructure to support development of the developable property within Phase 3C.

There is no doubt that the general public, and property owners outside the District, will benefit from the provision of the Phase 3C CIP. However, these benefits are incidental to the Phase 3C CIP, which is designed solely to meet the needs of Phase 3C. Lands outside the District do not depend upon the Phase 3C CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the District receive compared to those lying outside of the boundaries of the District.

Finally, the District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)", dated September 2019 ("Engineer's Report"), as prepared by Absolute Engineering, Inc. ("District Engineer"). As shown in Table 3, the estimated cost of the Phase 3C CIP is \$6,500,000.



The District plans to issue bonds to fund these costs, with total bond principal estimated at \$8,225,000 (Table 4) and Table 2 summarizes the benefit to lands within Phase 3C. As outlined in the Engineer's Report, there will be an estimated 93.7 acres within Phase 3C. Therefore, the average cost of the District's CIP, per gross acre, is \$87,780 on an as-financed basis. According to data from the Polk County Property Appraiser ("PA"), the fair market value of the land in the District currently averages \$23,920 per acre. Therefore, as illustrated in the table immediately below, the total cost of the land with the proposed improvements implemented is approximately \$111,700 per acre.

Table 2. Demonstration of Special Benefit for Properties in Phase 3C

| Category | Amount |
|---|------------------|
| Maximum Bonds Necessary to Fund PH 3 CIP | \$8,225,000 |
| Gross Acres within PH 3C* | 93.7 |
| PH 3C CIP Financed Cost Per Gross Acre | \$87,780 |
| Value of Unimproved Land/Acre** | \$23,920 |
| Total Cost of Improved Land per Acre | \$111,700 |
| Est. Avg. Value of Finished Home and Lot | \$250,000 |
| Value of Lot @ 25% | \$62,500 |
| Density/Gross Assessable Acre | 1.99 |
| Est. Value of Finished Lots/Land per Acre | \$124,066 |
| Net Benefit per Acre from CDD Improvements | \$12,366 |

*Source: Absolute Engineering, Inc.

**2016 Value provided by the Polk County Property Appraiser for District Parcels

Based on the land development plan, and market research by the District's Financial Advisor ("FA"), the estimated average value for a single-family home to be developed in the District will average \$250,000. The typical relationship between the total price of a new home and its finished lot is 25%. So, the average home lot in the District is expected to have a retail value of \$62,500.

The land use plan anticipates a gross residential density of 1.99 units per gross acre. Therefore, the average value per acre for properties developed into residential lots is \$124,066. Thus, the estimated net special benefit to District lands is \$12,366 per acre. In other words, the installation of the CIP will increase the market value of the land within the District in excess of the cost of the assessments.



2.0 CIP Plan of Finance

2.1 Infrastructure Installation

As outlined in the Engineer's Report, the District plans to acquire or construct the public infrastructure necessary to serve the lands within Phase 3C. The District infrastructure and improvements for Phase 3C ("Phase 3C Project") are designed to serve and specially benefit the lands within Phase 3C. The estimated costs of the Phase 3C Project are presented in Table 3.

Table 3. Summary of Phase 3C Project

| <u>Infrastructure Component</u> | <u>Estimated Costs, Phase 3C</u> |
|--|----------------------------------|
| Stormwater Management | \$2,000,000 |
| Utilities (water, sewer & street lighting) | \$1,250,000 |
| Roadway | \$2,250,000 |
| Entry Feature & Signage | \$250,000 |
| Contingency | \$750,000 |
| Totals | \$6,500,000 |

Source: Absolute Engineering, Inc.

2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2019 Bonds will fully or partially fund the costs of the Phase 3C Project. The Series 2019 Bonds will be supported by assessments imposed solely to properties located within Phase 3C.

The details of the Series 2019 Bonds issuance required to fund the Phase 3C Project is found in Table 4. As shown in Table 4, the Series 2019 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2019 Bonds.



Table 4. Estimated District Bond Financing Details (1)

| Bond Fund | Value (2) |
|---|--------------------|
| Construction & Acquisition Fund | \$6,500,000 |
| Original Issuers Discount | \$0 |
| Debt Service Reserve | \$535,048 |
| Capitalized Interest | \$822,500 |
| Costs of Issuance (Including Underwriter's Fee) | \$364,500 |
| Contingency | \$2,952 |
| Estimated Bonds Principal | \$8,225,000 |
| | |
| Average Annual Coupon Rate: | 5.00% |
| Term (Years): | 30 |
| Capitalized Interest (Months): | 12 |
| | |
| Maximum Net Annual Debt Service: | \$535,048 |
| Maximum Gross Annual Debt Service (3): | \$575,320 |

(1) Source: PFM Financial Advisors LLC

(2) The values shown are estimated and subject to change

(3) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. PFM FA has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated



amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, the Assessment Consultant has chosen to assign an ERU value of 1.0 to each single-family lot.

3.2 Allocation of Specific Assessments

The CIP cost estimates are outlined in Table 3 and described in detail in the Engineer's Report. The details of the Series 2019 Bonds Issuance required to fund the District's CIP is shown in Table 4. The principal and related assessments to secure the Series 2019 Bonds will be allocated among the 186 lots planned for Phase 3C within the District. The resulting bonds principal and related annual debt service assessments assigned to each lot within the District are shown in the corresponding Table 5. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) at this time.

Table 5. Summary of Allocation of Bond Principal and Annual Debt Service

| <u>Unit Type</u> | <u>Unit Count</u> | <u>ERUa/Unit</u> | <u>Total ERUs</u> | <u>Bond Principal Allocation/ Category</u> | <u>Bond Principal Allocation/Unit</u> |
|--------------------|---|---|---|--|---|
| Single Family Lots | 186 | 1.00 | 186.00 | \$8,225,000 | \$44,220 |
| <u>Unit Type</u> | <u>Bond Net Annual Assessment/ Category</u> | <u>Bond Net Annual Assessment/ Unit</u> | <u>Bond Gross Annual Assessment/ Category (1)</u> | <u>Bond Gross Annual Assessment/Unit (1)</u> | |
| Single Family Lots | \$535,048 | \$2,877 | \$575,320 | \$3,093 | |

Source: PFM Financial Advisors LLC

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.3 Assignment of Specific Assessments

The Series 2019 Bond assessments for Phase 3C will initially be assigned to the lands within Phase 3C on an equal per acre basis. The assessments for Phase 3C will be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a "Development Unit"). The specific bond debt assessment that is assigned to platted Development Units will be detailed in a future assessment lien roll, in accordance with the principles and allocations set forth in this Amendment Methodology.



3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within the District, the District shall periodically apply a "true-up" test. Initially, the Series 2019 Bonds assessments shall be allocated across Phase 3C within the District. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within the District. As property within the District is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to the District. For example, as outlined in Table 4, it is estimated that \$8,225,000 in bonds principal will be allocated to Phase 3C at the time of issuance. This \$8,225,000 in bonds principal is expected to be allocated equally to the 186 lots planned for the District at the time the lots are platted. However, should it happen at the time of platting that only 185 lots have been identified in the plat, the owner of the District lands at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the gross acreage within Phase 3C of the District. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 3C of the District are found in Table 6.

Table 6. Series 2019 Bonds, Phase 3C True-Up Thresholds

| Category | <u>50%</u> | <u>75%</u> | <u>90%</u> | <u>100%</u> |
|---------------------------|-------------------|-------------------|-------------------|--------------------|
| Developed Acres | 46.85 | 70.28 | 84.33 | 93.70 |
| Undeveloped Acres | 46.85 | 23.43 | 9.37 | 0.00 |
| Debt per Undeveloped Acre | \$87,780 | \$87,780 | \$87,780 | \$87,780 |

Source: PFM Financial Advisors LLC

In the event that additional land not currently subject to the assessments required to repay the debt associated with the District is developed in such a manner as to receive special benefit from District improvements, It is contemplated that this Amendment Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Amendment Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.



4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the Improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

5.0 Assessment Roll

Table 7 outlines the estimated bond principal assessment per acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 7. Assessment Roll Summary

| Description | Acreage | Series 2019 | Bond | Series 2019 | Series 2019 | Series 2019 | Series 2019 |
|----------------------|---------|-------------|----------------|-------------|-------------|-------------|--------------|
| | | Bonds | Principal | Bonds Net | Bonds Net | Bonds Gross | Bonds Gross |
| | (1) | Principal | Assessment per | Annual | Annual | Annual | Annual |
| | | Assessment | Acre | Assessment | per Acre | (2) | per Acre (2) |
| Phase 3C – Exhibit A | 93.7 | \$8,225,000 | \$87,780 | \$535,048 | \$5,710.22 | \$575,320 | \$6,140 |

(1) Source: Absolute Engineering, L.L.C

(2) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount
Source: PFM Financial Advisors LLC



EXHIBIT "A"
DESCRIPTION OF DISTRICT LANDS, PHASE 3C

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEEDS 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 573.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK __, PAGE __ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 38' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS



SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

October 2019

Prepared for:

**Members of the Board of Supervisors,
Towne Park Community Development District**

Prepared on October 15, 2019

**PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817**



**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT,
SERIES 2019 BONDS (PHASE 3C - RIVERSTONE PHASES 3 & 4)
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

October 15, 2019

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology (Phase 3C - Riverstone Phases 3 & 4), dated October 15, 2019 ("Supplemental Methodology") provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Towne Park Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District's "Amendment to the Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C - Riverstone Phases 3 & 4)," dated October 8, 2019 ("Phase 3C Master Amendment Methodology"), which replaced the District's "Amended and Restated Master Assessment Methodology", dated March 8, 2018 ("Amended Methodology") which had replaced the District's "Adopted Master Assessment Methodology" dated January 21, 2015 ("Methodology").

The Supplemental Methodology applied herein has two goals: (1) Identifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District. The District has implemented a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors (the "Board"). These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Supplemental Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.



1.2 Background

The District includes approximately 586 gross acres of property located within the City of Lakeland, Florida (the "City"). The District is generally located to the south of West Pipkin Road, to the west of Yates Road, just east of County Line Road and to the north of Ewell Road within the City. At build-out, the District is expected to contain 1,453 residential units, recreation areas, parks/conservation, and related infrastructure. Phase 3C - Riverstone Phases 3 & 4 ("Phase 3C") is comprised of approximately 93.69 acres as described in Exhibit "A", attached herein.

The District previously issued its Series 2016 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 2A within the District's "Assessment Area 1". The District previously issued its Series 2018 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phases 2B and 3A within the District. The District previously issued its Series 2019 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 3B within the District. The District now desires to issue the Special Assessment Revenue Bonds, Series 2019 ("Series 2019 Bonds") to fund the infrastructure specially benefiting the properties within Phase 3C (described in Exhibit "A"). The land use plan for Phase 3C within the District is found in Table 1.

Table 1. Summary of Phase 3C Land Plan

| <u>Development Phase</u> | <u>Number of Single-Family Lots</u> |
|---|-------------------------------------|
| Riverstone Phases 3 & 4 Source: Absolute Engineering, Inc. | 186 |

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. The CIP described in the District Engineer's Report (as defined herein) enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.



1.4 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC ("PFM FA" and/or "Assessment Consultant") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned. Based on the information provided for this Supplemental Methodology, the special benefits received by the properties subject to the assessment at least equals or exceeds the amount of the assessments.

2.0 CIP Plan of Finance

2.1 Infrastructure Installation

The District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)", dated August 2019 ("Engineer's Report"), as prepared by Absolute Engineering, Inc. ("District Engineer"). As outlined in the Engineer's Report, the District plans to acquire or construct the public infrastructure necessary to serve the lands within Phase 3C. The District infrastructure and improvements for Phase 3C are designed to serve and specially benefit the lands within Phase 3C ("Phase 3C Project"). The estimated costs of the Phase 3C Project are presented in Table 2.

Table 2. Summary of Phase 3C CIP

| Infrastructure Component | Estimated Costs, Phase 3C |
|--|----------------------------------|
| Stormwater Management | \$2,000,000 |
| Utilities (water, sewer & street lighting) | \$1,250,000 |
| Roadway | \$2,250,000 |
| Entry Feature & Signage | \$250,000 |
| Contingency | \$750,000 |
| Totals | \$6,500,000 |

Source: Absolute Engineering, Inc.



2.2 Bond Requirements

The District intends to finance the majority of its CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2019 Bonds will fully or partially fund the costs of the Phase 3C Project. The Series 2019 Bonds will be supported by assessments imposed solely to properties located within Phase 3C.

The details of the Series 2019 Bonds issuance required to fund the Phase 3C Project is found in Table 3. As shown in Table 3, the Series 2019 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2019 Bonds.

Table 3. Estimated District Bond Financing Details (1)

| Bond Fund | Value (2) |
|---|--------------------|
| Construction & Acquisition Fund | \$4,378,950 |
| Original Issuers Discount | \$0 |
| Debt Service Reserve | \$313,875 |
| Capitalized Interest | \$114,975 |
| Costs of Issuance (Including Underwriter's Fee) | \$302,200 |
| Contingency | \$0 |
| Estimated Bonds Principal | \$5,110,000 |
| | |
| Average Annual Coupon Rate: | 4.50% |
| Term (Years): | 30 |
| | |
| Maximum Net Annual Debt Service: | \$313,875 |
| Maximum Gross Annual Debt Service (3): | \$337,500 |

(1) Source: District Underwriter

(2) The values shown are estimated and subject to change

(3) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount



3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's Equivalent Residential Unit ("ERU") Factor.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. PFM FA has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, the Assessment Consultant has chosen to assign an ERU value of 1.0 to each single-family lot.

3.2 Allocation of Specific Assessments

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The details of the Series 2019 Bonds issuance required to fund the District's CIP is shown in Table 3. The principal and related assessments to secure the Series 2019 Bonds will be allocated among the 186 lots planned for Phase 3C within the District. The resulting bonds principal and related annual debt service assessments assigned to each lot within the District are shown in the corresponding Table 4. Table 4 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) at this time.



Table 4. Summary of Allocation of Bond Principal and Annual Debt Service

| <u>Unit Type</u> | <u>Unit Count</u> | <u>ERUs/Unit</u> | <u>Total ERUs</u> | <u>Bond Principal Allocation/Category</u> | <u>Bond Principal Allocation/Unit</u> |
|--------------------|-------------------|------------------|-------------------|---|---|
| Single Family Lots | 186 | 1.00 | 186.00 | \$5,110,000 | \$27,473 |

| <u>Unit Type</u> | <u>Bond Net Annual Assessment/ Category</u> | <u>Bond Net Annual Assessment/ Unit</u> | <u>Bond Gross Annual Assessment/Unit (1)</u> |
|--------------------|---|---|--|
| Single Family Lots | \$313,875 | \$1,688 | \$1,815 |

Source: PFM Financial Advisors LLC

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

3.3 Assignment of Specific Assessments

The Series 2019 Bond assessments for Phase 3C will initially be assigned to the lands within Phase 3C on an equal per acre basis. The assessments for Phase 3C will be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a "Development Unit"). The specific bond debt assessment that is assigned to platted Development Units will be detailed in a future assessment lien roll, in accordance with the principles and allocations set forth in this Supplemental Methodology.

3.4 True-Up Mechanism

In order to ensure that the District's bond debt will not build up on the unplatted land within the District, the District shall periodically apply a "true-up" test. Initially, the Series 2019 Bonds assessments shall be allocated across Phase 3C within the District. This bond debt shall, prior to platting, be allocated equally to each of the undeveloped developable acres within the District. As property within the District is platted, "true-up" or density reduction payments may become due based upon the amount of bond debt assessments initially assigned to the District. For example, as outlined in Table 3, it is estimated that \$5,110,000 in bonds principal will be allocated to Phase 3C at the time of issuance. This \$5,110,000 in bonds principal is expected to be allocated equally to the 186 lots planned for the District at the time the lots are platted. However, should it happen at the time of platting that only 185 lots have been identified in the plat, the owner of the District lands at the time of platting will be required to make a true-up payment to the District equal to the bonds principal assessment assigned to one single-family residence. The bonds principal true-up test shall be applied at the completion of the platting of 50%, 75%, 90%, and 100% of the gross acreage within Phase 3C of the District. It is the responsibility of the landowner of record of the affected parcel to make or cause to be made any required true-up payments



due. This true-up obligation runs with the land within the District. The District will not release any liens on property for which true-up payments are due until provision for such payment has been satisfactorily made. The true-up thresholds for the lands within Phase 3C of the District are found in Table 5.

Table 5. Series 2019 Bonds, Phase 3C True-Up Thresholds

| Category | 50% | 75% | 90% | 100% |
|---------------------------|------------|------------|------------|-------------|
| Developed Acres | 46.85 | 70.28 | 84.33 | 93.70 |
| Undeveloped Acres | 46.85 | 23.43 | 9.37 | 0.00 |
| Debt per Undeveloped Acre | \$54,536 | \$54,536 | \$54,536 | \$54,536 |

Source: PFM Financial Advisors LLC

In the event that additional land not currently subject to the assessments required to repay the debt associated with the District is developed in such a manner as to receive special benefit from District improvements, it is contemplated that this Supplemental Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Supplemental Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.



5.0 Assessment Roll

Table 6 outlines the estimated bond principal assessment per acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 6. Assessment Roll Summary

| Description | Acreage | Series 2019 | Bond | Series 2019 | Series 2019 | Series 2019 | Series 2019 |
|----------------------|---------|-------------|-----------|-------------|-------------|-------------|--------------|
| | | Bonds | Principal | Bonds Net | Bonds Net | Bonds Gross | Bonds Gross |
| | | Principal | Assessm | Annual | Annual | Annual | Annual |
| | | Assessment | ent per | Assessment | Assessment | Assessment | Assessment |
| | | | Acre | per Acre | per Acre | (2) | per Acre (2) |
| Phase 3C – Exhibit A | 937 | \$5,110,000 | \$54,536 | \$313,875 | \$3,349.79 | \$337,500 | \$3,602 |

(1) Source: Absolute Engineering, LLC

(2) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount

Source: PFM Financial Advisors LLC



EXHIBIT "A"
DESCRIPTION OF DISTRICT LANDS, PHASE 3C

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THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

Exhibit C: Legal Description of Assessment Area 3C

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E WELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

**Towne Park
Community Development District**

Developer Agreements

**Towne Park
Community Development District**

True-Up Agreement

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

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**AGREEMENT BETWEEN THE TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT AND HIGHLAND SUMNER, LLC REGARDING
TRUE-UP AS TO ASSESSMENT AREA 3C ASSESSMENTS**

THIS TRUE-UP AGREEMENT ("Agreement") is made and entered into this ____ day of
_____, 2019, by and between (collectively, the "Parties"):

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Polk County, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

HIGHLAND SUMNER, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Lakeland, Florida 33880, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Lakeland, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the 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, Developer is the owner of certain lands within the District and a developer of all or portions of the same, which lands are described in **Exhibit A** ("Assessment Area 3C"); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Preliminary Engineer's Report* dated November 2014, as amended by that *First Amendment to the Master Engineer's Report* dated March 2018, and supplemented by that *Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)* dated September

2019 (collectively, the “Engineer’s Report”) for the improvements associated with the development of Assessment Area 3C (the “Assessment Area 3C Project”), attached to this Agreement as **Composite Exhibit B** and the estimated costs of the improvements related to Assessment Area 3C Project is identified therein; and

WHEREAS, the District intends to finance a portion of the Assessment Area 3C Project, through the anticipated issuance of its Towne Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area 3C Project), in the principal amount of \$ _____ (the “Assessment Area 3C Bonds”); and

WHEREAS, pursuant to Resolutions 2015-09, 2015-10, 2015-17, 2018-05, 2018-06, 2018-08, 2020-01, 2020-02, 2020-____, and 2020-____ (the “Assessment Resolutions”), the District imposed special assessments on Assessment Area 3C (the “Assessment Area 3C Assessments”) within the District to secure the repayment of the Assessment Area 3C Bonds, including interest thereon; and

WHEREAS, Developer agrees that all developable lands within Assessment Area 3C benefit from the timely design, construction, or acquisition of the Assessment Area 3C Project; and

WHEREAS, Developer agrees that the Assessment Area 3C Assessments which were imposed on Assessment Area 3C within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3C, which Assessment Area 3C Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area 3C Assessments on Assessment Area 3C within the District; and

WHEREAS, the *Amended and Restated Master Assessment Methodology*, dated March 8, 2018, as amended by that *Amendment to Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019, as supplemented by that *Supplemental Assessment Methodology Report, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019 (collectively, the “Assessment Report”), provides that as Assessment Area 3C is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 3C within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Assessment Area 3C within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends that Assessment Area 3C within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District’s Assessment Report; and

WHEREAS, the District’s Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount

of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer's intention and obligation, if required, to make the True-Up Payment related to the Assessment Area 3C Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

A. The provisions of this Agreement shall constitute a covenant running with Assessment Area 3C lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

B. Developer agrees that to the extent Developer fails to timely pay all Assessment Area 3C Assessments collected by mailed notice of the District, said unpaid Assessment Area 3C Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Assessment Area 3C Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat Assessment Area 3C into a total of 186 single family lots or 186 Equivalent Residential Units ("ERUs").

B. *Process for Reallocation of Assessments.* The Assessment Area 3C Assessments will be reallocated among Assessment Area 3C as Assessment Area 3C is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Assessment Area 3C of the District, the Assessment Area 3C Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that all the Assessment Area 3C Assessments will be assigned to the 186 lots platted in Assessment Area 3C. In furtherance thereof, at such time as Assessment Area 3C is to be platted, Developer covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area 3C Assessments to the number of lots being platted and the

remaining lands in Assessment Area 3C in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Assessment Area 3C within the District owned by Developer shall be presented to the District for review and allocation of the Assessment Area 3C Assessments to the lots being platted and the remaining property within Assessment Area 3C in accordance with the Assessment Report ("Reallocation"). Developer covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Assessment Area 3C Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 186 platted lots within Assessment Area 3C of the District. Thus, at the time of platting of any portion of Assessment Area 3C, or any re-platting thereof, there must be at least 186 platted lots in Assessment Area 3C to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Developer or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Assessment Area 3C in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of Assessment Area 3C is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 186 lots are to be platted within Assessment Area 3C, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due by shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area 3C installment payable for Assessment Area 3C. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Assessment Area 3C Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Assessment Area 3C Bonds, Developer shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Developer that at least 186 ERUs will be assigned to Assessment Area 3C, as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the number of ERUs to be assigned to Assessment Area 3C. In the event

Developer plats less than 186 lots within Assessment Area 3C, the Developer may either make a True-Up Payment or leave unassigned Assessment Area 3C Assessments on unplatted lands within Assessment Area 3C, provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Assessment Area 3C Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area 3C Project, including all costs of financing and interest. The District, however, may collect Assessment Area 3C Assessments in excess of the annual debt service related to the Assessment Area 3C Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area 3C Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area 3C Assessments collected in excess of the District's total debt service obligation for the Assessment Area 3C Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Assessment Area 3C Assessments and to abide by the requirements of the Reallocation of Assessment Area 3C Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

A. If to the 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 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

B. If to Developer: Highland Sumner, LLC
c/o Heath Construction
and Management, LLC
346 East Central Avenue
Lakeland, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Lakeland, Florida 33880
Attn: Richard E. Straughn

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Assessment Area 3C by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

A. Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of Assessment Area 3C, binding upon Developer and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Assessment Area 3C or portions thereof, and any transferee of any portion of Assessment Area 3C, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of Assessment Area 3C may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i) Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii) Platted and fully-developed lots to end users.

- (iii) Portions of Assessment Area 3C exempt from debt special assessments or to be dedicated to the City, County, the District, or other governmental agencies.

Any transfer of any portion of Assessment Area 3C pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Assessment Area 3C from the scope and effect of this Agreement.

C. Developer shall not transfer any portion of Assessment Area 3C to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i) delivering a recorded copy of this Agreement to such third party; and
- (ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Developer from its obligations under this Agreement as to such portion of Assessment Area 3C only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of Assessment Area 3C so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area 3C Bonds.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all Assessment Area 3C without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area 3C Bonds.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, The Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Developer any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area 3C Bonds, on behalf of the owners of the Assessment Area 3C Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 15. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, Developer and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

HIGHLAND SUMNER, LLC,
a Florida limited liability company
By: Heath Construction and
Management, LLC.
Its: Manager

[Print Name]

Warren K. "Rennie" Heath II, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Warren K. "Rennie" Heath II, as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

WITNESSES:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

D. Joel Adams
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by D. Joel Adams, as Chairperson of the Board of Supervisors of the Towne Park Community Development District. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A:
Composite Exhibit B:

Legal Description of Assessment Area 3C
Preliminary Engineer's Report dated November 2014, as amended by that *First Amendment to the Master Engineer's Report* dated March 2018, and supplemented by that *Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)* dated September 2019

EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA 3C

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING: SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

Composite Exhibit B

[Attach]

**Towne Park
Community Development District**

Acquisition Agreement

**AGREEMENT BY AND BETWEEN THE TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT AND HIGHLAND SUMNER, LLC,
REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between (collectively, the “Parties”):

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Polk County, Florida, with a mailing address of c/o PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

HIGHLAND SUMNER, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Lakeland, Florida 33880, and its successors and assigns (the “Developer”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within the District, and the anticipated cost thereof, as described in that certain *Preliminary Engineer’s Report* dated November 2014, as amended by that *First Amendment to the Master Engineer’s Report* dated March 2018, and supplemented by that *Fourth Supplemental Engineer’s Report Phase 3C (Assessment Area 3C)* dated September 2019 (collectively, the “Engineer’s Report”), attached hereto as **Composite Exhibit A** and incorporated herein by reference; and

WHEREAS, the Developer is the owner and developer of certain lands located within the boundaries of the District known as “Assessment Area 3C” or “Riverstone Phases 3 and 4” within which a portion of the District Improvements will be located (the “Assessment Area 3C Project”); and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Towne Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area 3C Project) (the “Assessment Area 3C Bonds”); and

WHEREAS, because the Assessment Area 3C Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the

necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the Assessment Area 3C Project; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Composite Exhibit A** until such time as the District has closed on the sale of the Assessment Area 3C Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District

Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee ("Trustee") for the Assessment Area 3C Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Assessment Area 3C Project or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Developer to the District in respect thereto.

D. The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction

of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Assessment Area 3C Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Assessment Area 3C Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by

Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Assessment Area 3C Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area 3C Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area 3C Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Assessment Area 3C Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, Polk County and the City of Lakeland and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and

employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to amendments having a material effect on the payment of debt service on the Assessment Area 3C Bonds, with the prior written consent of the trustee for the Assessment Area 3C Bonds (the "Trustee") acting at the direction of the holders owning a majority of the aggregate principal amount of the Assessment Area 3C Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

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

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314

Attn: Roy Van Wyk

B. If to Developer: Highland Sumner, LLC
c/o Heath Construction
and Management, LLC
346 East Central Avenue
Lakeland, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Lakeland, Florida 33880
Attn: Richard E. Straughn

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 the Developer may deliver Notice on behalf of the District and the Developer. 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 in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Assessment Area 3C Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the

Assessment Area 3C Bonds, on behalf of the owners of the Assessment Area 3C Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Assessment Area 3C Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area 3C Project then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Developer.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Assessment Area 3C Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

D. Joel Adams
Chairperson, Board of Supervisors

WITNESS:

HIGHLAND SUMNER LLC,
a Florida limited liability company

By: Heath Construction and
Management, LLC
Its: Manager

[Print Name]

Warren K. ("Rennie") Heath II, Manager

Composite Exhibit A: *Preliminary Engineer's Report* dated November 2014, as amended
by that *First Amendment to the Master Engineer's Report* dated
March 2018, and supplemented by that *Fourth Supplemental
Engineer's Report Phase 3C (Assessment Area 3C)* dated
September 2019

**Towne Park
Community Development District**

Collateral Agreement

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

(This space reserved for Clerk)

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

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
ASSESSMENT AREA 3C PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA 3C PROJECT ("Assignment") is made this ____ day of _____, 2019, by and between (collectively, the "Parties"):

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Polk County, Florida, with a mailing address of c/o PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

HIGHLAND SUMNER, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Lakeland, Florida 33880, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, Developer is the owner of the real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Assessment Area 3C"); and

WHEREAS, the District proposes to issue its \$_____ Towne Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area 3C Project) ("Assessment Area 3C Bonds"), to finance certain improvements which will benefit all of Assessment Area 3C; and

WHEREAS, among the security for the repayment of the Assessment Area 3C Bonds are the debt special assessments levied against Assessment Area 3C ("Assessment Area 3C Assessments"); and

WHEREAS, the Parties intend that Assessment Area 3C will be platted and fully developed into a total of 186 single family residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Developer or its affiliated entities (“Development Completion”), as contemplated by the *Amended and Restated Master Assessment Methodology*, dated March 8, 2018, as amended by that *Amendment to Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019, as supplemented by that *Supplemental Assessment Methodology Report, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019 (collectively, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

WHEREAS, the Development, which is being partially financed with the proceeds of the Assessment Area 3C Bonds is described as “Phase 3C” or “Riverstone Phases 3 and 4” in the *Fourth Supplemental Engineer’s Report Phase 3C (Assessment Area 3C)* dated September 2019 (the “Engineer’s Report”), and is referred to as the “Assessment Area 3C Project”; and

WHEREAS, in the event of default in the payment of the Assessment Area 3C Assessments securing the Assessment Area 3C Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement between the Towne Park Community Development District and Highland Sumner, LLC Regarding True-Up as to Assessment Area 3C Assessments*, dated _____, 2019), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of June 1, 2016 (the “Master Indenture”), as supplemented by that *Fifth Supplemental Trust Indenture* dated as of December 1, 2019 (the “Fourth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area 3C Bonds are being issued, and the other Agreements being entered into by Developer concurrent herewith with respect to the Assessment Area 3C Bonds and the Assessment Area 3C Assessments (the Indentures and Agreements being referred to collectively as (the “Bond Documents”), and such remedies being referred to collectively as (the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Assessment Area 3C Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, 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. **COLLATERAL ASSIGNMENT.**

(a) Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer’s development rights, permits, entitlements and work product relating to development of Assessment Area 3C Project, and Developer’s rights as declarant of any property owner

or homeowner association with respect to Assessment Area 3C Project (collectively, the “Development Rights”), as security for Developer’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Assessment Area 3C Assessments levied against the Assessment Area 3C Project that is owned by Developer, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Assessment Area 3C Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Developer or homebuyers effective as of such conveyance, or (y) any portion of Assessment Area 3C Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Lakeland, Florida (the “City”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

- (i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;
- (ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;
- (iii) Preliminary and final site plans and plats;
- (iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;
- (v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Assessment Area 3C Project or the construction of improvements within Assessment Area 3C Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area 3C Project;
- (vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area 3C Project or the construction of improvements within Assessment Area 3C Project;
- (vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Assessment Area 3C Project, including, without limitation, Developer's contracts with homebuilders, if any, and end users (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Assessment Area 3C Assessments levied against the portion of Assessment Area 3C owned by Developer, from time to time, failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Assessment Area 3C Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of Assessment Area 3C Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. **WARRANTIES BY DEVELOPER.** Developer represents and warrants to the District that:

(a) Developer is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Assignment and perform all of Developer's obligations herein contained.

(c) Any transfer, conveyance or sale of the Assessment Area 3C Project shall subject any and all affiliates or successors-in-interest of Developer as to the Assessment Area 3C Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area 3C Project so conveyed, except to the extent described in Section 2 above.

4. **COVENANTS.** Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Developer's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Assessment Area 3C Project, or (ii) limit Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents.

(c) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Assessment Area 3C Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Developer's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Developer under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of Assessment Area 3C Project owned by Developer to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Assessment Area 3C Project or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Developer does hereby authorize and shall direct any party to any agreements relating to the Development

Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Developer from its obligations under this Assignment.

8. **ATTORNEYS' FEES AND COSTS.** In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

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

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

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

B. If to Developer: Highland Sumner, LLC
c/o Heath Construction
and Management, LLC
346 East Central Avenue
Lakeland, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Lakeland, Florida 33880
Attn: Richard E. Straughn

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 the Developer may deliver Notice on behalf of the District and the Developer. 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 in this Agreement.

11. **ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. **THIRD PARTY BENEFICIARIES.** The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Developer's obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. **AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding with respect to amendments having a material effect on the District's ability to pay debt service on the Assessment Area 3C Bonds.

14. **MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

15. **APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Each party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

16. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

17. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

18. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, Developer and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

HIGHLAND SUMNER, LLC,
a Florida limited liability company
By: Heath Construction and
Management, LLC
Its: Manager

[Print Name]

Warren K. ("Rennie") Heath II, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Warren K. ("Rennie") Heath II, as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

WITNESSES:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

D. Joel Adams
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by D. Joel Adams, as Chairperson of the Board of Supervisors of the Towne Park Community Development District. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A: Legal Description of the Assessment Area 3C

EXHIBIT A
Legal Description of Assessment Area 3C

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

**Towne Park
Community Development District**

Completion Agreement

**AGREEMENT BY AND BETWEEN THE
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND
HIGHLAND SUMNER, LLC, REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2019, by and between (collectively, the "Parties"):

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Polk County, Florida, with a mailing address of c/o PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

HIGHLAND SUMNER, LLC, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Lakeland, Florida 33880, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Lakeland, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, Developer is the owner and developer of a portion of the lands within the District ("Assessment Area 3C"), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area 3C Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Preliminary Engineer's Report* dated November 2014, as amended by that *First Amendment to the Master Engineer's Report* dated March 2018, and supplemented by that *Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C)* dated September 2019, attached to this Agreement as **Composite Exhibit B** ("Improvements"), and the estimated

costs of the Improvements, described as “Phase 3C” or “Riverstone Phases 3 + 4” in the Engineer’s Report (the “Assessment Area 3C Project”), are identified therein; and

WHEREAS, the District has imposed special assessments on Assessment Area 3C within the District (the “Assessment Area 3C Assessments”), to secure financing for a portion of the construction of the Assessment Area 3C Project described in **Composite Exhibit B**, and has validated \$50,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area 3C Project; and

WHEREAS, the District intends to finance all or a portion of the Assessment Area 3C Project through the anticipated issuance of its Towne Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area 3C Project), in the principal amount of \$_____ (the “Assessment Area 3C Bonds”); and

WHEREAS, Developer has requested that the District limit the amount of Assessment Area 3C Assessments imposed upon Assessment Area 3C by allowing the Developer to directly fund a portion of the Assessment Area 3C Project; and

WHEREAS, Developer has agreed to complete or cause funds to be provided to the District to complete the portion of the Assessment Area 3C Project, as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area 3C Bonds; and

WHEREAS, in consideration of the District limiting the amount of Assessment Area 3C Assessments on Assessment Area 3C, Developer has requested that the District enter into this Agreement and to provide the terms and conditions under which the Assessment Area 3C Project shall be completed; and

WHEREAS, in order to ensure that the Assessment Area 3C Project is completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that the District will be obligated to issue no more than \$_____ in Assessment Area 3C Bonds to fund the Assessment Area 3C Project and Developer will complete or will make provision for additional funds that may be needed in the future for the completion of the Assessment Area 3C Project, over and above the amount of the Assessment Area 3C Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF 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. COMPLETION OF IMPROVEMENTS. Developer and the District agree and acknowledge that the District's proposed Assessment Area 3C Bonds will provide only a portion of the funds necessary to complete the Assessment Area 3C Project. Therefore, Developer hereby agrees to complete the Assessment Area 3C Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Assessment Area 3C Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), whether pursuant to existing contracts, including change orders thereto, or future contracts.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Developer will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Developer, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Developer agree and acknowledge that the exact location, size, configuration, and composition of the Assessment Area 3C Project may change from that described in the Engineer's Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area 3C Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area 3C Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of

an aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding.

(b) The District and Developer acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of special assessments upon Assessment Area 3C benefitted by the Assessment Area 3C Project.

(c) (i) The Developer agrees that all developable lands within Assessment Area 3C benefit from the timely design, construction, or acquisition of the Assessment Area 3C Project.

(ii) Developer agrees that the Assessment Area 3C Assessments which were imposed on Assessment Area 3C within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3C, which Assessment Area 3C Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$_____ par amount of Assessment Area 3C Bonds and use of the proceeds thereof to fund a portion of the Assessment Area 3C Project, and (b) the scope, configuration, size and/or composition of the Assessment Area 3C Project not materially changing without the consent of Developer. Such consent is not necessary, and Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area 3C Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. 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 all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Assessment Area 3C Bonds then outstanding, with respect to amendments having a material effect on the District's ability to pay debt service on the Assessment Area 3C Bonds.

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

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

(a) If to the District: Towne Park Community Development
District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

(b) If to Developer: Highland Sumner, LLC
c/o Heath Construction
and Management, LLC.
346 East Central Avenue
Lakeland, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Lakeland, Florida 33880
Attn: Richard E. Straughn

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 each Party may deliver Notice on behalf of such Party. 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.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Developer as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area 3C Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Developer hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area 3C Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

{Remainder of this page left intentionally blank}

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

D. Joel Adams
Chairperson, Board of Supervisors

WITNESS:

HIGHLAND SUMNER LLC,
a Florida limited liability company
By: Heath Construction and
Management, LLC
Its: Manager

[Print Name]

Warren K. ("Rennie") Heath II, Manager

Exhibit A:
Composite Exhibit B:

Legal Description of Assessment Area 3C
Preliminary Engineer's Report dated November 2014, as amended
by that *First Amendment to the Master Engineer's Report* dated
March 2018, and supplemented by that *Fourth Supplemental
Engineer's Report Phase 3C (Assessment Area 3C)* dated
September 2019

EXHIBIT A
Legal Description of Assessment Area 3C

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 REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ___, PAGE ___ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

COMPOSITE EXHIBIT B

[*Attach*]

**Towne Park
Community Development District**

Resolution 2020-06

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2018/2019, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Towne Park Community Development District (“District”) was established by an ordinance adopted by the City Commission of the City of Lakeland, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, on July 11, 2019, the Board of Supervisors (“**Board**”) of the District, adopted Resolution 2019-13, providing for the adoption of the District’s operations and maintenance budget for Fiscal Year 2018/2019 (“**General Fund Budget**”); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended General Fund Budget, to reflect changes in the actual appropriations of the General Fund Budget; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the General Fund Budget to reflect the actual appropriations.

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended General Fund Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The General Fund Budget is hereby amended in accordance with **Exhibit A**, attached hereto.
- c. In accordance with section 189.016, Florida Statutes, the amended General Fund Budget shall be posted on the District’s official website within five (5) days after adoption and remain on the website for at least two (2) years.

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2018, and ending September 30, 2019, the sum set forth below, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year:

TOTAL GENERAL FUND

\$ _____

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2019-13, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2019-13 that are not amended by this Resolution apply to the Adopted Budget, as defined in Resolution 2019-13, as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. 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.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 14th, 2019.

Introduced, considered favorably, and adopted this 14th day of November, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2018/2019 General Fund Budget

Exhibit A
Amended Fiscal Year 2018/2019 Budget

[See attached]

Towne Park CDD
Adopted FY2018-2019 O&M Budget

| | FY 2019 Adopted Budget | FY2019 proposed revised budget |
|--|---------------------------------------|---|
| Revenues | | |
| Assessments | \$ 88,800.00 | \$ 88,800.00 |
| Developer Collections | 195,450.00 | 195,450.00 |
| Net Revenues | \$ 284,250.00 | \$ 284,250.00 |
| General & Administrative Expenses | | |
| Supervisor Fees | \$ 4,000.00 | \$ 7,000.00 |
| D&O Insurance | 2,600.00 | 3,000.00 |
| Bond Trustee Services | 4,000.00 | 6,000.00 |
| Management | 25,000.00 | 25,000.00 |
| Engineering | 5,000.00 | 5,000.00 |
| Dissemination Agent | 4,000.00 | 5,500.00 |
| District Counsel | 15,000.00 | 38,000.00 |
| Audit | 6,500.00 | 7,000.00 |
| Travel and Per Diem | 500.00 | 1,000.00 |
| Telephone | 200.00 | 1,000.00 |
| Postage & Shipping | 150.00 | 1,000.00 |
| Copies | 1,500.00 | 1,000.00 |
| Legal Advertising | 3,000.00 | 8,000.00 |
| Bank Fees | - | - |
| Miscellaneous, Contingency | 20,000.00 | 20,000.00 |
| Web Site Maintenance | 900.00 | 2,000.00 |
| Dues, Licenses, and Fees | 250.00 | 3,000.00 |
| Water | 8,000.00 | 8,000.00 |
| Pond Maintenance | 10,000.00 | 25,000.00 |
| General Liab. Insurance | 3,250.00 | 4,000.00 |
| Property Insurance | 12,000.00 | 12,000.00 |
| Clubhouse & Pool Maintenance | - | - |
| Landscaping Maintenance & Material | 125,000.00 | 51,250.00 |
| TECO Streetlighting | - | - |
| Pool & Clubhouse | | |
| Maintenance Staff | 3,000.00 | 3,000.00 |
| Facility Management | 3,000.00 | 3,000.00 |
| Electric | 10,000.00 | 10,000.00 |
| Internet/Phone | 1,000.00 | 5,500.00 |
| Facility Repair & Maintenance | 2,500.00 | 5,000.00 |
| Pest Control | 500.00 | 1,500.00 |
| Pool Maintenance & Repairs | 8,400.00 | 17,500.00 |
| Water | 5,000.00 | 5,000.00 |
| Total General & Administrative Expenses | \$ 284,250.00 | \$ 284,250.00 |
| Total Expenses | \$ 284,250.00 | \$ 284,250.00 |
| Income (Loss) from Operations | \$ - | \$ - |
| Other Income (Expense) | | |
| Interest Income | \$ - | \$ - |
| Total Other Income (Expense) | \$ - | \$ - |
| Net Income (Loss) | \$ - | \$ - |

**Towne Park
Community Development District**

Resolution 2020-07

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2019-18 TO RESET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE; AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

WHEREAS, on September 12, 2019, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2019-18, setting a public hearing to consider and hear comment on the adoption of Amended and Restated Rules of Procedure for 11:00 a.m. on November 14, 2019, at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803; and

WHEREAS, due to a publication error, the Board now desires to reset the date of the public hearing in order to allow proper publication of notice in accordance with Chapter 120, *Florida Statutes*.

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

SECTION 1. PUBLIC HEARING DATE RESET. Resolution 2019-18 is hereby amended to reflect that the public hearing to adopt the District’s Amended and Restated Rules of Procedure as declared in Resolution 2019-18 is reset to:

| | |
|------------------|--|
| Date: | Thursday, January 9, 2020 |
| Time: | 11:00 a.m. |
| Location: | Offices of Highland Homes 3020 S. Florida Avenue, Ste. 101 Lakeland, Florida 33803 |

SECTION 2. RESOLUTION 2019-18 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2019-18 continues in full force and effect.

SECTION 3. AUTHORIZED TO PUBLISH NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 4. 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 14th day of November, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

**Towne Park
Community Development District**

Agreement with Fuqua Janitorial Services

(provided under separate cover)

Fuqua Janitorial Services

5962 Murphy Road
Bartow, FL 33830
(863) 651-9348

Estimate

ADDRESS

TOWNE PARK CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

SHIP TO

TOWNE PARK CDD
3883 WHITE IBIS ROAD
LAKELAND, FL 33811

ESTIMATE # 1053**DATE 10/16/2019****EXPIRATION DATE 10/31/2020**

| QTY | DESCRIPTION | NET PRICE | EXT PRICE |
|-------|--|--------------|-----------------|
| 1 | CLUBHOUSE CLEANING PER EVENT | 75.00 | 75.00 |
| 1 | POOL AREA CLEANING 1x PER WEEK - OCTOBER THRU FEBRUARY (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING** | 105.00 | 105.00 |
| 1 | POOL AREA CLEANING 2x PER WEEK - MARCH & APRIL (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING** | 95.00 | 95.00 |
| 1 | POOL AREA CLEANING 3x PER WEEK - MAY THRU SEPTEMBER (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING** | 85.00 | 85.00 |
| TOTAL | | | \$360.00 |

Accepted By

Accepted Date

**Towne Park
Community Development District**

Landscaping Addendum from FloraLawn



734 South Combee Road
Lakeland, Florida 33804

(863) 668-0494 Phone
(863) 668-0495 Fax

www.floralawn.com

Landscape Maintenance Proposal Town Park II Addendum

October 15, 2019

Town Park II
Lakeland, FL 33811

We sincerely appreciate the opportunity to propose how FloraLawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS

| Service | Price Per Month | Price Per Year |
|--|-----------------|-----------------|
| Landscape Maintenance | \$3,046 | \$36,552 |
| St Augustine Fertilization (6x a year) | \$1,637 | \$19,644 |
| Shrub Fertilization (4x a year) | \$177 | \$2,124 |
| Monthly Irrigation Inspection | \$480 | \$5,760 |
| TOTAL | \$5,340 | \$64,080 |

Landscape Maintenance Program

Scope of Services

TURF CARE

| | |
|---------------------------------|---|
| Mowing | <p>Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>42 times</u> per calendar year (Floratum) and <u>42 times</u> per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season <u>April through October</u> and every other week during the non-growing season or as needed <u>November through March</u>.</p> <p>Bahia lake and pond banks will be mowed <u>24 times</u> per year consistent with <u>3 times</u> per month May through October and <u>1</u> time per month or as needed November through April.</p> |
| Trimming | <p>Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.</p> |
| Edging | <p>All turf edges of walks, curbs, and driveways shall be performed every mowing (<u>42 times</u> per year). A soft edge of all bed areas will be performed every other mowing (<u>21 times</u> per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.</p> |
| Fertilization | <p>St. Augustine/Floratum areas shall be fertilized with a commercial grade fertilizer <u>6 times</u> per year. Timing of applications will be adjusted to meet horticultural conditions.</p> <p>Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.</p> |
| Weed, Insect, & Disease Control | <p>Post-Emergent weed applications will be performed up to <u>4 times</u> per year between April 1st and October 30th. Pre-Emergent herbicides will be used <u>1 times</u> per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floratum will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.</p> <p>Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's <i>Top Choice</i> or <i>Chipco Choice</i> that guarantee year-long ant control can be purchased outside the scope of this contract.</p> |

TREE, SHRUB, AND GROUNDCOVER CARE

| | |
|---------------------------|--|
| Pruning | <p>All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of <u>10 times</u> per year to ensure the following:</p> <ul style="list-style-type: none">• Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.• Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.• The removal of dead, diseased, or injured branches and palms will be performed as needed• Ground covers and vines can maintain a neat and uniform appearance. |
| Weeding | <p>Weeds will be removed from all plant, tree, and flower beds <u>18 times</u> per year. This incorporates <u>2 times</u> per month during the growing season and <u>1 time</u> per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.</p> |
| Fertilization | <p>Palms and hardwood trees will be fertilized <u>2 times</u> per year. Shrubs and groundcovers will be fertilized <u>4 times</u> per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.</p> |
| Insect, & Disease Control | <p>All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. Floratum does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.</p> |

IRRIGATION

| | |
|-------------|--|
| Overview | At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances. |
| Inspections | All irrigation zones shall be inspected 1 time per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection. |
| Repairs | Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being \$60.00 per hour. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response. |

**Towne Park
Community Development District**

Construction Funding Agreement

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND
HIGHLAND SUMNER, LLC (RIVERSTONE PHASES 3 AND 4)**

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of October, 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

HIGHLAND SUMNER, LLC, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, 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 Phases 3 and 4 (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: Highland Sumner, LLC
c/o Heath Construction and Management, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Manager

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 addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and 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 have caused this Agreement to be signed by their duly authorized representatives, as indicated above.~~

ATTEST:

**THEFTWICK COMMUNITY
DEVELOPMENT DISTRICT**

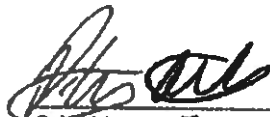

Secretary/Assistant Secretary


Vice/Chairperson, Board of Supervisors

WITNESSES:

**HIGHLAND SUMNER, LLC,
a Florida limited liability company**

**By: Heath Construction and Management,
LLC, its Manager**


Print Name: Philip Allende


Warren K. "Rennie" Heath, II, Manager

**Comp. Exhibit A: Master Engineer's Report, dated November 2014, as amended by the
Fourth Supplemental Engineer's Report Phase IC (Assessment Area 2G),
dated September 2019**

**Towne Park
Community Development District**

Temporary Construction and Access Easement

Prepared By and Return To

**Roy Van Wyk, Esq.
Hopping Green & Sons
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 10th day of October, 2019, by and between HIGHLAND SUMNER, LLC, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 ("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:

HIGHLAND SUMNER, LLC,
a Florida limited liability company

By: Heath Construction and Management,
LLC, its Manager


Print Name: Kathrynne Ogden

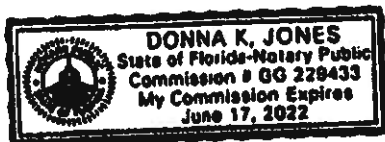

Warren K. "Rennie" Heath, II, Manager


Print Name: Phillip Allen

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by Warren K. "Rennie" Heath, II, as Manager of **HEATH CONSTRUCTION AND MANAGEMENT, LLC**, as Manager of Highland Sumner, LLC, a Florida limited liability company. He is personally known to me or has produced as identification.


(Signature of Notary Public)



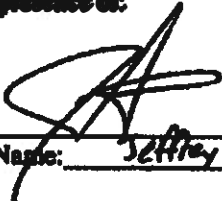
Donna Jones
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG 229433
My Commission Expires: 6.17.22


[Continues onto next page]


"GRANTING"

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

Signed, sealed and delivered
in the presence of:

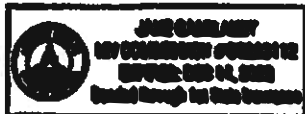

Print Name: Jeffrey T. Stenfield


Print Name: Brian Walsh


Name: D. Joel Myers
Title: Chairman

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 10th day of October, 2019, by D. Joel Myers, as Chairman 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)

Joel Goodman
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF DISTRICT LANDS, PHASE 3C

A PARCEL OF LAND LING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 58' 32" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 974.34 FEET; THENCE S 89° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 970.00 FEET; THENCE S 27° 34' 05" W, A DISTANCE OF 1061.30 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 709.10 FEET; THENCE S 30° 54' 10" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 35' 05" E, A DISTANCE OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 308.90 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK ____, PAGE ____, AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 00° 24' 20" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 207.02 FEET; THENCE S 57° 00' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 30° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 21' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 65.08 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.10 FEET; THENCE S 22° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.02 FEET; THENCE S 30° 30' 50" E, A DISTANCE OF 112.20 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.63 FEET; THENCE S 75° 50' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.50 FEET; THENCE S 70° 50' 51" E, A DISTANCE OF 70.80 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 83° 00' 34" E, A DISTANCE OF 92.03 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 18' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 630.85 FEET; THENCE N 00° 00' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 200.51 FEET; THENCE N 00° 00' 08" W, A DISTANCE OF 1090.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.03 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1050.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET AND A CHORD WHICH BEARS N 72° 30' 40" E, A DISTANCE OF 506.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1005.00 FEET AND A CHORD WHICH BEARS N 64° 00' 30" E, A DISTANCE OF 204.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 205.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 200.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE INDEED CONTAINING 93.60 ACRES, MORE OR LESS

**Towne Park
Community Development District**

Conveyance Documents

(provided under separate cover)

**Towne Park
Community Development District**

Payment Authorization Nos. 120 – 125

TOWN OF PARK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #120
9/24/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|--|----------------|---------------------------|
| 1 | Alexander Air Conditioning and Heating, Inc. Replace evaporator coil | 49889 | \$ 1,080.00 |
| 2 | egis insurance & Risk Advisors FY20 Insurance Renewal Policy change for FY19 - Add IMI | 9674 9694 | \$ 17,051.00 \$ 128.00 |
| 3 | Fishkind & Associates, Inc. August 2019 Conference Calls | 24812 | \$ 4.46 |
| 4 | The Lake Doctors Initial Clean up lake | 457088 | \$ 1,785.00 |
| TOTAL | | | \$ 20,967.46 |


Chairperson

**TONNEPARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #121
10/1/2019

| Item No. | Payee | Invoice Number | FY19 | FY20 |
|-------------|---|------------------------|-------------------------|--------------------------|
| 1 | Fioralawn October 2019 Lawn service | 40889 | | \$ 2,880.00 |
| 2 | Greenberg Traurig District Legal Services bond closing 3B | 5174895 | \$ 788.80 | |
| 3 | Hopping Green & Sams District Counsel Through 8/31/19 | 109870 | \$ 2,581.86 | |
| 4 | PFM Group Consulting, LLC September 2019 District Management Fee | DM-09-2019-0066 | \$ 2,083.33 | |
| | September 2019 Website Fee | DM-09-2019-0067 | \$ 75.00 | |
| | FY20 Tax Bill Preparation and Submission | OE-TR-00025 | | \$ 15,000.00 |
| | August 2019 Fedex, Postage and Copies | OE-EXP-000392 | \$ 281.80 | |
| 5 | Hector Aranda Repair to Gate and Electrical Box | 342 | \$ 260.00 | |
| 6 | The Lake Doctors September 2019 Lake Management | 456661 | \$ 685.00 | |
| Subtotal | | | \$ 6,735.18 | \$ 47,839.00 2,839.00 |
| Total | | | \$24,574.46 9,574.18 | |

Chairperson

**TOWN PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #122
10/7/2019

| Item No. | Payee | Invoice Number | FY 19 | FY 20 |
|----------|---|----------------|------------|-------------|
| 1 | Delight's Cleaning Service September 2019 Cleaning | 552223 | \$ 100.00 | |
| 2 | Grunk Pool Contractors October 2019 Pool Maintenance | 1278 | | \$ 1,650.00 |
| 3 | The Lake Doctors October 2019 Lake Maintenance | 462819 | | \$ 1,144.00 |
| 4 | Spectrum Business 9/24-10/23 Internet Service | 77420101092519 | | \$ 74.98 |
| Subtotal | | | \$ 100.00 | \$ 2,868.98 |
| Total | | | \$2,968.98 | |

Chairperson

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #123
10/15/2019

| Item No. | Payee | Invoice Number | FY 19 | FY 20 |
|---------------------|---|--|-------------------------------------|--------------------|
| 1 | Fuqua Janitorial Services Clubhouse Cleaning | 7911 | | \$ 448.00 |
| 2 | Lakeland Electric Billing Date 10.3.2019 - 3606 Peregrine Way #W/I Billing Date 10.3.2019 - 5107 White Egret Ln #W/I Billing Date 10.3.2019 - 3883 White IBIS Rd #Rec | 3555225-2019.10 3555224-2019.10 3568145-2019.10 | \$ 30.19 \$ 647.71 | |
| 3 | Lerner Reporting Services, Inc. FY20 Annual Disclosure Fee Series 2016 and 2018 | 203 | | \$ 5,500.00 |
| | | Subtotal | \$ 677.90 | \$ 5,948.00 |
| | | Total | \$6,625.90 | |


Chairperson

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #124
10/21/2019

| Item No. | Payee | Invoice Number | FY 19 | FY 20 |
|----------|---|-----------------|-------------|--------------|
| 1 | Fishkind & Associates, Inc. September 2019 Conference Calls | 24533 | \$ 13.42 | |
| 2 | Lakeland Electric Billing Date 10.4.2019 - 3898 White IBIS Rd #SWP | 3587794-2019.10 | \$ 27.85 | |
| 3 | ✓ PFM FY20 Preparation and Submission of Tax Rolls | OE-TR-00025RB | | \$ 12,500.00 |
| Subtotal | | | \$ 41.27 | \$ 12,500.00 |
| Total | | | \$12,541.27 | |


Chairperson

**TOWN OF PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #125
10/29/2019

| Item No. | Payee | Invoice Number | FY 19 | FY 20 |
|----------|---|----------------|------------|-------------|
| 1 | Business Observer Legal and Run Date: 10/18 and 10/25 | 19-01888K | | \$ 1,207.50 |
| 2 | Fugate Janitorial Services October 2019 Clubhouse Cleaning | 79887 | | \$ 75.00 |
| Subtotal | | | \$ - | \$ 1,282.50 |
| Total | | | \$1,282.50 | |


Chairperson

**Towne Park
Community Development District**

Monthly Financials

Towne Park CDD
Budget to Actual
For the Month Ending 10/31/2019

| | Year To Date | | | FY 2019 Adopted Budget |
|---|-----------------------|---------------------|-----------------------|------------------------------|
| | Actual | Budget | Variance | |
| <u>Revenues</u> | | | | |
| Assessments | \$ - | \$ 35,912.50 | \$ (35,912.50) | \$ 430,950.00 |
| Other Income & Other Financing Sources | 100.00 | - | 100.00 | - |
| Net Revenues | <u>\$ 100.00</u> | <u>\$ 35,912.50</u> | <u>\$ (35,812.50)</u> | <u>\$ 430,950.00</u> |
| <u>General & Administrative Expenses</u> | | | | |
| Supervisor Fees | \$ - | \$ 333.33 | \$ (333.33) | \$ 4,000.00 |
| D&O Insurance | 2,415.00 | 216.67 | 2,198.33 | 2,600.00 |
| Bond Trustee Services | 8,808.58 | 916.67 | 7,891.91 | 11,000.00 |
| Management | - | 2,083.33 | (2,083.33) | 25,000.00 |
| Field Management | - | 100.00 | (100.00) | 1,200.00 |
| Engineering | - | 833.33 | (833.33) | 10,000.00 |
| Dissemination Agent | 5,500.00 | 458.33 | 5,041.67 | 5,500.00 |
| District Counsel | - | 1,666.67 | (1,666.67) | 20,000.00 |
| Assessment Administration | 12,000.00 | 1,041.67 | 11,458.33 | 12,500.00 |
| Reamortization Schedules | - | 41.67 | (41.67) | 500.00 |
| Audit | - | 833.33 | (833.33) | 10,000.00 |
| Telephone | - | 16.67 | (16.67) | 200.00 |
| Postage & Shipping | - | 12.50 | (12.50) | 150.00 |
| Copies | - | 83.33 | (83.33) | 1,000.00 |
| Legal Advertising | 1,207.50 | 250.00 | 957.50 | 3,000.00 |
| Miscellaneous, Contingency | - | 1,250.00 | (1,250.00) | 15,000.00 |
| Hurricane Cleanup | - | 416.67 | (416.67) | 5,000.00 |
| Web Site Maintenance | - | 200.00 | (200.00) | 2,400.00 |
| Dues, Licenses, and Fees | - | 20.83 | (20.83) | 250.00 |
| Water | - | 666.67 | (666.67) | 8,000.00 |
| Pond Maintenance | 1,144.00 | 2,083.33 | (939.33) | 25,000.00 |
| General Liab. Insurance | 3,020.00 | 270.83 | 2,749.17 | 3,250.00 |
| Property Insurance | 11,616.00 | 1,666.67 | 9,949.33 | 20,000.00 |
| Landscaping Maintenance & Material | 2,564.00 | 15,000.00 | (12,436.00) | 180,000.00 |
| Total General & Administrative Expenses | <u>\$ 48,775.08</u> | <u>\$ 30,482.50</u> | <u>\$ 18,312.58</u> | <u>\$ 385,550.00</u> |
| <u>Pool & Clubhouse #1</u> | | | | |
| Maintenance Staff | \$ - | \$ 83.33 | \$ (83.33) | \$ 1,000.00 |
| Facility Management | - | 200.00 | (200.00) | 2,400.00 |
| Electric | - | 833.33 | (833.33) | 10,000.00 |
| Water | - | 416.67 | (416.67) | 5,000.00 |
| Pool Maintenance & Repairs | 1,650.00 | 1,000.00 | 650.00 | 12,000.00 |
| Internet/Phone | 74.98 | 83.33 | (8.35) | 1,000.00 |
| Pest Control | 275.00 | 41.67 | 233.33 | 500.00 |
| Facility Repair & Maintenance | - | 208.33 | (208.33) | 2,500.00 |
| Janitorial Expenses | 523.00 | 500.00 | 23.00 | 6,000.00 |
| | <u>\$ 2,522.98</u> | <u>\$ 3,368.67</u> | <u>\$ (843.69)</u> | <u>\$ 40,400.00</u> |
| <u>Pool & Clubhouse #2</u> | | | | |
| Maintenance Staff | \$ - | \$ 150.00 | \$ (150.00) | \$ 1,800.00 |
| Facility Management | - | 150.00 | (150.00) | 1,800.00 |
| Electric | - | 483.33 | (483.33) | 5,800.00 |
| Internet/Phone | - | 41.67 | (41.67) | 500.00 |
| Facility Repair & Maintenance | - | 116.67 | (116.67) | 1,400.00 |
| Pest Control | - | 25.00 | (25.00) | 300.00 |
| Janitorial Expenses | - | 291.67 | (291.67) | 3,500.00 |
| Pool Maintenance & Repairs | - | 583.33 | (583.33) | 7,000.00 |
| Water | - | 241.67 | (241.67) | 2,900.00 |
| Total Pool & Clubhouse Expenses | <u>\$ -</u> | <u>\$ 2,083.33</u> | <u>\$ (2,083.33)</u> | <u>\$ 25,000.00</u> |
| Total Expenses | <u>\$ 51,298.06</u> | <u>\$ 35,912.50</u> | <u>\$ 16,229.25</u> | <u>\$ 430,950.00</u> |
| Income (Loss) from Operations | \$ (51,198.06) | \$ - | \$ (52,041.75) | \$ - |
| <u>Other Income (Expense)</u> | | | | |
| Interest Income | 0.94 | - | 0.94 | - |
| Total Other Income (Expense) | <u>\$ 0.94</u> | <u>\$ -</u> | <u>\$ 0.94</u> | <u>\$ -</u> |
| Net Income (Loss) | <u>\$ (51,197.12)</u> | <u>\$ -</u> | <u>\$ (52,040.81)</u> | <u>\$ -</u> |

Towne Park CDD
Statement of Financial Position
As of 10/31/2019

| | General Fund | Debt Service Funds | Debt Service Fund Series 2019 | Capital Projects Fund | Capital Proj Fund Series 2019 | Long Term Debt Group | Total |
|--|--------------------|-----------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------|------------------------|
| <u>Assets</u> | | | | | | | |
| <u>Current Assets</u> | | | | | | | |
| General Checking Account | \$37,014.16 | | | | | | \$37,014.16 |
| Deposits | 4,350.00 | | | | | | 4,350.00 |
| Debt Service Reserve Bond | | \$113,137.50 | | | | | 113,137.50 |
| 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 | | 5,856.05 | | | | | 5,856.05 |
| Revenue S2018 2B Project | | 1,797.07 | | | | | 1,797.07 |
| Revenue S2018 3A Project | | 822.96 | | | | | 822.96 |
| Interest Bond | | 42,468.76 | | | | | 42,468.76 |
| Interest S2018 2B Project | | 89,559.38 | | | | | 89,559.38 |
| Interest S2018 3A Project | | 278,684.38 | | | | | 278,684.38 |
| Prepayment Bond | | 20,634.38 | | | | | 20,634.38 |
| Prepayment S2018 2B Project | | 112,159.50 | | | | | 112,159.50 |
| Sinking Fund A1 Bond | | 5,000.00 | | | | | 5,000.00 |
| Capitalized Interest S2018 2B Project | | 2.50 | | | | | 2.50 |
| Capitalized Interest S2018 3A Project | | 7.79 | | | | | 7.79 |
| Debt Service Reserve 2019 3B | | | \$335,843.76 | | | | 335,843.76 |
| Revenue 2019 3B Bond | | | 1,197.55 | | | | 1,197.55 |
| Capitalized Interest 2019 3B Bond | | | 173,363.63 | | | | 173,363.63 |
| Accounts Receivable - Due from Developer | | | | \$1,222.15 | | | 1,222.15 |
| Acquisition/Construction Bond | | | | 0.16 | | | 0.16 |
| Acquisition/Construction S2018 2B Projec | | | | 104.20 | | | 104.20 |
| Acquisition/Construction S2018 3A Projec | | | | 206,028.37 | | | 206,028.37 |
| Acquisition/Construction 2019 3B | | | | | \$3,339,196.38 | | 3,339,196.38 |
| Cost of Issuance 2019 3B | | | | | 1,514.02 | | 1,514.02 |
| Total Current Assets | <u>\$67,223.74</u> | <u>\$1,421,090.28</u> | <u>\$510,404.94</u> | <u>\$207,354.88</u> | <u>\$3,340,710.40</u> | <u>\$0.00</u> | <u>\$5,520,924.66</u> |
| <u>Investments</u> | | | | | | | |
| Amount Available in Debt Service Funds | | | | | | \$1,931,495.22 | \$1,479,966.22 |
| Amount To Be Provided | | | | | | 18,903,504.78 | 19,355,033.78 |
| Total Investments | | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$20,835,000.00</u> | <u>\$20,835,000.00</u> |

Towne Park CDD
Statement of Financial Position
As of 10/31/2019

| | General Fund | Debt Service Funds | Debt Service Fund Series 2019 | Capital Projects Fund | Capital Proj Fund Series 2019 | Long Term Debt Group | Total |
|--|--------------------|-----------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------|------------------------|
| Total Assets | <u>\$67,223.74</u> | <u>\$1,421,090.28</u> | <u>\$510,404.94</u> | <u>\$207,354.88</u> | <u>\$3,340,710.40</u> | <u>\$20,835,000.00</u> | <u>\$26,355,924.66</u> |
| <u>Liabilities and Net Assets</u> | | | | | | | |
| <u>Current Liabilities</u> | | | | | | | |
| Accounts Payable | \$13,823.77 | | | | | | \$13,823.77 |
| Accounts Payable | | | | \$20,758.83 | | | 20,758.83 |
| Retainage Payable S2018 3A Project | | | | 814,723.60 | | | 814,723.60 |
| Retainage Payable | | | | | \$129,657.83 | | 129,657.83 |
| Accounts Payable | | | | | 53,140.45 | | 53,140.45 |
| Total Current Liabilities | <u>\$13,823.77</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$835,482.43</u> | <u>\$182,798.28</u> | <u>\$0.00</u> | <u>\$1,032,104.48</u> |
| <u>Long Term Liabilities</u> | | | | | | | |
| Revenue Bonds Payable - Long-Term | | | | | | \$20,835,000.00 | \$20,835,000.00 |
| Total Long Term Liabilities | | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$20,835,000.00</u> | <u>\$20,835,000.00</u> |
| Total Liabilities | <u>\$13,823.77</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$835,482.43</u> | <u>\$182,798.28</u> | <u>\$20,835,000.00</u> | <u>\$21,867,104.48</u> |
| <u>Net Assets</u> | | | | | | | |
| Net Assets, Unrestricted | \$338.00 | | | | | | \$338.00 |
| Net Assets - General Government | 78,551.31 | | | | | | 78,551.31 |
| Current Year Net Assets - General Government | (51,197.12) | | | | | | (51,197.12) |
| Net Assets, Unrestricted | | \$971,408.78 | | | | | 971,408.78 |
| Current Year Net Assets, Unrestricted | | 449,681.50 | | | | | 449,681.50 |
| Net Assets, Unrestricted | | | \$510,404.94 | | | | 510,404.94 |
| Current Year Net Assets, Unrestricted | | | | | | | 0.00 |
| Net Assets, Unrestricted | | | | (\$812,858.07) | | | (812,858.07) |
| Current Year Net Assets, Unrestricted | | | | 184,578.72 | | | 184,578.72 |
| Net Assets, Unrestricted | | | | | \$3,227,198.46 | | 3,227,198.46 |
| Current Year Net Assets, Unrestricted | | | | | (69,286.34) | | (69,286.34) |
| Total Net Assets | <u>\$27,692.19</u> | <u>\$1,421,090.28</u> | <u>\$510,404.94</u> | <u>(\$628,279.35)</u> | <u>\$3,157,912.12</u> | <u>\$0.00</u> | <u>\$4,488,820.18</u> |

Total Liabilities and Net Assets

| | | | | | | |
|--------------------|-----------------------|---------------------|---------------------|-----------------------|------------------------|------------------------|
| <u>\$41,515.96</u> | <u>\$1,421,090.28</u> | <u>\$510,404.94</u> | <u>\$207,203.08</u> | <u>\$3,340,710.40</u> | <u>\$20,835,000.00</u> | <u>\$26,355,924.66</u> |
|--------------------|-----------------------|---------------------|---------------------|-----------------------|------------------------|------------------------|

Towne Park CDD
Statement of Activities
As of 10/31/19

| | General Fund | Debt Service Funds | Debt Service Fund Series 2019 | Capital Projects Fund | Capital Proj Fund Series 2019 | Long Term Debt Group | Total |
|--|----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------|-------------------------------------|
| <u>Revenues</u> | | | | | | | |
| Other Income & Other Financing Sources | \$100.00 | | | | | | \$100.00 |
| On-Roll Assessments | | \$112,159.50 | | | | | 112,159.50 |
| Off-Roll Assessments | | 331,106.86 | | | | | 331,106.86 |
| Other Assessments | | 6,415.14 | | | | | 6,415.14 |
| Developer Contributions | | | | \$182,790.25 | | | 182,790.25 |
| Total Revenues | <u>\$100.00</u> | <u>\$449,681.50</u> | <u>\$0.00</u> | <u>\$182,790.25</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$632,571.75</u> |
| <u>Expenses</u> | | | | | | | |
| D&O Insurance | \$2,415.00 | | | | | | \$2,415.00 |
| Trustee Services | 8,808.58 | | | | | | 8,808.58 |
| Dissemination Agent | 5,500.00 | | | | | | 5,500.00 |
| Assessment Administration | 12,500.00 | | | | | | 12,500.00 |
| Legal Advertising | 1,207.50 | | | | | | 1,207.50 |
| Lake/Pond Repair & Maintenance | 1,144.00 | | | | | | 1,144.00 |
| Amenity - Pool Maintenance | 1,650.00 | | | | | | 1,650.00 |
| Amenity - Janitorial | 523.00 | | | | | | 523.00 |
| Amenity - Internet | 74.98 | | | | | | 74.98 |
| General Insurance | 3,020.00 | | | | | | 3,020.00 |
| Property & Casualty | 11,616.00 | | | | | | 11,616.00 |
| Landscaping Maintenance & Material | 2,564.00 | | | | | | 2,564.00 |
| Pest Control | 275.00 | | | | | | 275.00 |
| Engineering | | | | (\$2,756.00) | | | (2,756.00) |
| Contingency | | | | 967.53 | | | 967.53 |
| Engineering | | | | | \$2,756.00 | | 2,756.00 |
| Capital Expenditures | | | | | 66,530.34 | | 66,530.34 |
| Total Expenses | <u>\$51,298.06</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>(\$1,788.47)</u> | <u>\$69,286.34</u> | <u>\$0.00</u> | <u>\$118,795.93</u> |
| <u>Other Revenues (Expenses) & Gains (Losses)</u> | | | | | | | |
| Interest Income | \$0.94 | | | | | | \$0.94 |
| Total Other Revenues (Expenses) & Gains (Losses) | <u>\$0.94</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.94</u> |
| Change In Net Assets | (\$51,197.12) | \$449,681.50 | \$0.00 | \$184,578.72 | (\$69,286.34) | \$0.00 | \$539,636.34 |
| Net Assets At Beginning Of Period | <u>\$78,889.31</u> | <u>\$971,408.78</u> | <u>\$510,404.94</u> | <u>(\$812,858.07)</u> | <u>\$3,227,198.46</u> | <u>\$0.00</u> | <u>\$188,851.95</u> |
| Net Assets At End Of Period | <u><u>\$27,692.19</u></u> | <u><u>\$1,421,090.28</u></u> | <u><u>\$510,404.94</u></u> | <u><u>(\$628,279.35)</u></u> | <u><u>\$3,157,912.12</u></u> | <u><u>\$0.00</u></u> | <u><u>\$4,488,820.18</u></u> |