

*Towne Park
Community Development District*

Agenda

November 12, 2020

AGENDA

Towne Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

November 5, 2020

**Board of Supervisors
Towne Park
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Towne Park Community Development District** will be held **Thursday, November 12, 2020 at 1:00 PM** at the offices of **Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://zoom.us/j/92372518267>

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

Meeting ID: 923 7251 8267

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public comments can be submitted via email to the District Manager at jburns@gmscfl.com prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths to Newly Elected Board Member
 - B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Consideration of Resolution 2021-02 Declaring Vacancies
 - D. Election of Officers
 - E. Consideration of Resolution 2021-03 Electing Officers
4. Approval of Minutes of the October 8, 2020 Board of Supervisors and Audit Committee Meetings

5. Consideration of Agreement with ProPlaygrounds for Playground Equipment
6. Consideration of Agreement with Navitas Credit for Playground Equipment Financing
7. Consideration of Access and Maintenance Easement for Landscape Improvements (Riverstone Phase 1 and Riverstone Phase 2)
8. Consideration of Series 2020 Developer Agreements
 - A. Completion Agreement
 - B. Acquisition Agreement
 - C. True-Up Agreement
 - D. Collateral Agreement
 - E. Declaration of Consent to Jurisdiction
9. Consideration of Conveyance Documents for Riverstone Phase 1
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Discussion of Shade Structure Options for Amenity Facility
 - ii. Consideration of Proposal from Floralawn for Annual Planting
 - iii. Consideration of Proposal from GMS for "No Parking" Signage and Installation
 - D. District Manager's Report
 - i. Ratification of QGS Change Orders #39 and #40 for Riverstone Phases 3 & 4
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

SECTION III

SECTION B

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 12, 2020, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 4 Votes _____

SECTION 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

_____ 4 Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of November, 2020.

ATTEST:

**TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION C

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN CERTAIN SEATS ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), *FLORIDA STATUTES*; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, on November 3, 2020, two (2) members of the Board of Supervisors (“**Board**”) was to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections and at the close of the qualifying period, no one qualified to run for Seat 1 and Seat 5; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the seats vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

1. DECLARATION OF VACANT BOARD SUPERVISOR SEATS. The following seats are hereby declared vacant effective as of November 17, 2020:

Seat #1 (currently held by Brian Walsh)
Seat #5 (currently held by Jeffrey Shenefield)

2. INCUMBENT BOARD SUPERVISORS. Until such time as the Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

3. 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.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 12th day of November, 2020.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant

Chairperson, Board of Supervisors

SECTION E

RESOLUTION 2021-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, PROVIDING FOR
CONFLICT AND AN EFFECTIVE DATE.**

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

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

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

- 1. DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chairperson.
_____ is appointed Vice-Chairperson.
_____ is appointed Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

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

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

PASSED AND ADOPTED this 12th day of November, 2020.

ATTEST:

**TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

BOS Meeting

**MINUTES OF MEETING
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Towne Park Community Development District was held Thursday, **October 8, 2020** at 1:00 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented

Present and constituting a quorum:

Brian Walsh
Jeff Shenefield
Milton Andrade

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Michelle Rigoni
Heather Wertz
Clayton Smith

District Manager, GMS
Hopping Green & Sams
Hopping Green & Sams
Absolute Engineering
GMS

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public joining the meeting via Zoom or by the phone line.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the September 10,
2020 Board of Supervisors and Audit
Committee Meetings**

Ms. Burns presented the September 10, 2020 Board of Supervisors meeting minutes and Audit Committee Meeting and asked for any comments, changes, or corrections. Hearing none, she asked for a motion to approve the minutes.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Minutes of the September 10, 2020 Board of Supervisors and Audit Committee Meetings, was approved.

FOURTH ORDER OF BUSINESS

Discussion Regarding Amenity Operation in Phase 3

Ms. Burns reported now that the Governor has announced Phase 3, it needed to be brought to the Board for discussion or changes that need to be made regarding the amenity operations. In the previous meeting, the Board authorized staff to remove the requirement of waivers as part of Phase 3. Based on the most current Executive Order, Ms. Burns asked if there was a desire to change any items. Currently the operation is at 50% capacity and stated that some Districts are lifting those capacity limits in line with other areas. The only other restriction in place due to COVID-19 is that they are currently operating residents only. Going back to the previous guest policy allowing residents to bring guest would be up for consideration. The Clubhouse area is also closed to rentals. There have been no changes to insurance requirements and lifting any of these restrictions would not be prohibited by that.

Ms. Rigoni stated that it is mostly an operational decision of the Board and the only recommendation that she has is if the Board were to open the rental of the Clubhouse, a wavier implementation should be adopted because of the indoor party rentals. She continues that nothing in the Executive Order prohibits the Board from having more restrictive capacity limits on things. Operationally speaking, the same precautions can continue to be taken, but it is up to the Board.

Ms. Burns added that after speaking with Bethany at Highland Management there was some concern with the size of the room and there being no onsite staff to monitor the size of a gathering. If the Board is looking for a staff recommendation, maybe the opening of the rental is something that can be held off on. With the capacity, and the pool being outdoor, maybe lifting capacity limits and guest restrictions is a good start.

Mr. Walsh asked if signage had been installed to remind residents of social distances and hand washing. Ms. Burns answered yes that all COVID signage is in place. Mr. Walsh continued that he would be in favor of lifting the restriction on the capacity and guest policy, and going back to the regular polices, and maintaining the rental of Clubhouse as closed.

Ms. Burns reports the motion is to remove the 50% capacity and allow residents to bring guests but to continue to keep the club house rentals closed.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Removing the 50% Capacity Restriction and Returning to Allowing Residents to Bring Guests to Amenities, was approved.

FIFTH ORDER OF BUSINESS**Selection of an Auditor – ADDED**

Ms. Burns states that the Audit Committee met prior to the Board of Supervisors meeting and ranked McDirmit Davis #1, Berger Toombs #2, Grau & Associates #3, and CRI #4. She was looking to the Board for a motion to accept the rankings and authorize staff to negotiate a form of agreement with McDirmit Davis and authorize the chair to sign a form of agreement once the agreement has been completed.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Selection of McDirmit Davis as the #1 Auditor and Authorization for Staff to Negotiate a Form of Agreement with McDirmit Davis and Authorization for the Chairman to Sign the Form of Agreement, was approved.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Rigoni noted that the Governor did extend the order allowing meetings to be held virtually until the end of the month.

B. Engineer

There being none, the next item followed.

C. Field Manager

Mr. Smith presented his Field Management Report. Completed items included:

- Maintenance around the Clubhouse area
- Replacement of pool pump
- The sidewalk trail was cleared
- The Medulla and Pipkin entrance has been fully repaired and replanted

Mr. Smith reviewed in progress items and noted that all the contracts are being vetted including the lake and the landscaper. They are trying to get cohesive maps that make sense so there is a knowledge of exactly what areas are being maintained. There is some city utility work in progress. There is a sidewalk at Wood Thrush that does not extend all the way to the trail and he asked if that is something that will need to be addressed in the future. There are some areas, for example in the playground, that hold a lot of water that may also need to be looked at and repaired in the future.

Mr. Andrade commented regarding the sidewalk path for the school, that it will be maintained on a monthly basis to make sure it does not get overgrown. That includes the entire path. He asked if the sidewalk had been opened to the public and Mr. Smith answered that he asked for the barrier to be removed, but he would check to make sure it was done.

Mr. Walsh added that on the playground area, there is a need to see if an irrigation line might be broken that may cause additional water in the area to pool. Mr. Smith reports that the irrigation has been off for sometime in that specific area. Mr. Andrade asked if the complaints for standing water are observances of standing water for a significant amount of time or is only a normal amount for a rainy day. Mr. Smith answered that it has been raining a lot and there is one area that has access to a pond and he has been told it holds water almost all the time as well as the playground holding water every time it is visited. Mr. Andrade asked Ms. Wertz to look further into the plans and to come up with some options to address the standing water problem.

Mr. Smith brings up the sidewalk continuing to the trail and asks if there is a timeline to give residents answers about. Staff will look into why the sidewalk is not completed. Ms. Wertz will check the plans to see if they can get any clarity on the matter. If the side walk was on the plans they will look to QGS for remedy.

Mr. Smith continues on to the shade structure options. This issue has been generated because all of the umbrellas have been destroyed and there is no shade on the pool deck and there is a request from residents for shade. Mr. Smith priced out some options and presented a power point to the Board. There are cantilever options or cabanas. His recommendation includes one large canopy on the west side of the pool, two new tables, and nine foot umbrellas with weighted mounts. Another option is the two cantilever overhangs, two tables, and no umbrellas. The last option is eleven foot umbrellas and mounting them in-ground.

Mr. Walsh states that there is currently no line item in the budget. Ms. Burns adds there is a general field amenity replacement line item but there is a limitation because the lowering of assessments and there is a deficit funding agreement in place to the extent they were to go over budget.

Mr. Walsh suggest they review and rediscuss for the next meeting and possibly go with the cheapest option which is Mr. Smith's last recommendation for \$3,600. Mr. Smith will circulate the options via email to the staff and Board.

D. District Manager's Report

i. Ratification of QGS Change Order #38 for Riverstone Phases 3 & 4

Ms. Burns asked for any questions from the Board on the change order. There were no questions.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the QGS Change Order #38 for Riverstone Phase 3 & 4, was ratified.

SIXTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

Audit Committee Meeting

**MINUTES OF MEETING
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Board of Supervisors of the Towne Park Community Development District was held Thursday, **October 8, 2020** at 1:00 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented

Present and constituting a quorum:

Brian Walsh
Jeff Shenefield
Milton Andrade

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Michelle Rigoni
Heather Wertz
Clayton Smith

District Manager, GMS
Hopping Green & Sams
Hopping Green & Sams
Absolute Engineering
GMS

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public joining the meeting via Zoom or by the phone line.

THIRD ORDER OF BUSINESS

**Review of Proposals and Tally of Audit
Committee Members Rankings**

Ms. Burns reports that an RFP for auditing services was placed and there were four responses received. All of the proposals are included in the package along with a ranking sheet, and opened the floor for questions and comments.

Mr. Walsh states that he agrees with the order of ranking presented in the package, placing McDirmit Davis as being ranked highest and he stated that he thinks they should choose them for

auditing services. All of the proposers for ability for personnel, proposers experienced understanding the scope of work and ability to furnish the required services, there was a consensus that they were all capable of doing the job and all had a ranking of 20. The only difference is the price, as the price for a five year services is listed. McDirmit Davis had the lowest bid and was awarded 20 points. Berger Toombs was the second lowest and was awarded 19. Grau and Associates was awarded 18 and CRI had the highest bid and was awarded 17 points under that category. The results ranked the firms as followed:

- A. McDirmit Davis – 1**
- B. Berger, Toombs, Elam, Gains, & Frank – 2**
- C. Grau & Associates – 3**
- D. CRI – 4**

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Review of Proposals and Tally of Audit Committee Members Rankings, was approved.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
10/27/2020	

Date	Invoice #
10/12/2020	2108
Terms	Project
Net 15	Riverstone Fitness & PG

Bill To

Attn: Patrick Marone
Heath Construction & Management
346 E Central Avenue
Winter Haven FL 33880



Qty	Item	Description	Amount
	DEP	Required 50% deposit for Riverstone Playground and Fitness project.	41,654.00



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232

ADDRESS: 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301

CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

TOTAL CONTRACT AMOUNT: \$83,308

PROJECT NAME: Riverstone Fitness and Playground Project **AGREEMENT #:** 9837

PROJECT ADDRESS: 4035 Timberwood Drive, Lakeland, Florida 33811

OWNER: Towne Park Community
Development District

219 East Livingston Street

Orlando, Florida 32801

THIS AGREEMENT made and entered into on this the 12th day of October, 2020, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Towne Park Community Development District, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

Install 1x Rose Creek play system, 1x one bay one cantilever swing, 1x 30'x30'x08' Quad sail to go over the play system, 49x 8" borders and 1x' half ramp, Install 13x 2000 pound super sacks to cover a 57'x34' area for playground, 5x fitness equipment pieces, 2x dog waste stations, 1x novice dog park kit, 1x small dog park kit, 1x bike rack, 2x tables, 2x benches and 2x trash receptacles with liner and domes.

at the address known as Bluebonnet Highlands HOAr, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 1x Rose Creek play system, 1x one bay one cantilever swing, 1x 30'x30'x08' Quad sail to go over the play system, 49x 8" borders and 1x' half ramp, Install 13x 2000 pound super sacks to cover a 57'x34' area for playground, 5x fitness equipment pieces, 2x dog waste stations, 1x novice dog park kit, 1x small dog park kit, 1x bike rack, 2x tables, 2x benches and 2x trash receptacles with liner and domes; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans,

Contractor Initial PA

Page 1 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by 12/22/2020. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 8-9 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
 - ☐ Contractor shall be responsible for acquiring necessary permits for this project.
 - ☒ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - ☒ Owner shall be responsible for the costs of all permits and related drawings and requirements.

Contractor Initial PA

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- ☐ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 – INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:

1. ☒ Comprehensive General Liability Insurance with the following limits:
a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate

Contractor Initial PA

Page 3 of 8

Owner Initial _____

1-800-573-7529 | www.proplaygrounds.com



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
2. ☒ Worker's Compensation & Employers Liability with the following limits:
- a) Each Accident - \$1,000,000
b) Disease - \$100,000/employee; \$500,000/policy limit
- ☐ State of Florida Workers Compensation Exemption
3. ☒ Commercial Automobile Insurance with the following limits:
- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
b) Property Damage - \$1,000,000/accident
c) Personal Injury Protection (PIP) - \$10,000/person
- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 – CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents, but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 – DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into

Contractor Initial PA

Page 4 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☒ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit in the amount of \$ _____ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702–1992, Application and Certificate for Payment, and

Contractor Initial PA

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Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

AIAG703-1992 Continuation Sheet, which lists contract sums, Work completed and schedule of values or via other traditional invoicing methods.

- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month, beginning 30 days after first late payment or nonpayment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 – RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien waiver for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 – WARRANTIES

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.

Contractor Initial PA

Page 6 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. _____
 2. _____
 3. _____
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. _____
 2. _____
 3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 12th day of October, 2020.

CONTRACTOR: Legacy Construction
Services Group Inc.

OWNER: Towne Park Community
Development District

Contractor Initial PA

Page 7 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

Paul Adrianse

(Signature of Contractor)

Name/Title: Paul Adrianse, Contractor

Address of Contractor:

Legacy Construction Services Group Inc.
1563 Capital Circle SE, #144
Tallahassee, FL 32301

(Signature of Owner)

Name/Title:

Address of Owner:

Towne Park Community Development
District
219 East Livingston Street
Orlando, Florida 32801

Contractor Initial PA

Owner Initial _____



TRUST — *the* — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



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Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Riverstone Fitness & PG



Date	Estimate #
9/8/2020	9837

Customer / Bill To
Towne Park Community Development District Attn: Jill Burns 219 East Livingston Street

Ship To
4035 Timberwood Drive Lakeland, Florida 33811



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Sub Total			0.00
	SHADE PRODUCTS			
20-SQ303008IG...	SQ303008IG-105-30x30-QUAD SAIL, FOUR COLUMN-8' HEIGHT QUAD SAIL SHADE - IN GROUND MOUNT - ENGINE...	1	15,272.00	15,272.00
ENGDRAW	Engineered Drawings for Permitting	1	720.00	720.00
Shipping	Combined Shipping and Freight Charges	1	1,336.30	1,336.30
RMC	Ready Mix Concrete 2500 PSI MIN	8	170.00	1,360.00
RBAR5	No. 5 Rebar	356	1.74997	622.99
FBLOCK	Footer Blocks	16	2.00	32.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
MLIFTDAY	Telescopic Man Lift Daily Rental	1	495.30	495.30
MINEXDAY	Mini Excavator Daily Rental	1	577.85	577.85
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	2	650.00	1,300.00
LBRSS	Labor and Installation - Custom shades	1	7,719.38	7,719.38
	Sub Total			32,743.92

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (6.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Riverstone Fitness & PG



Date	Estimate #
9/8/2020	9837

Customer / Bill To
Towne Park Community Development District Attn: Jill Burns 219 East Livingston Street

Ship To
4035 Timberwood Drive Lakeland, Florida 33811



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
PLAYGROUND & FITNESS EQUIPMENT				
QS-20-PKP018N	PKP018N-Rose Creek - Neutral	1	11,490.00	11,490.00
20-PFT001	PFT001-Single Station Sit Up Bench	1	731.00	731.00
20-PFT006	PFT006-Single Station Fit Rider	1	773.00	773.00
20-PFT002	PFT002-Single Station Rower	1	1,065.00	1,065.00
20-PFT013	PFT013-Single Station Sky Walker	1	916.00	916.00
20-PFT008	PFT008-Single Station Country Skier	1	1,135.00	1,135.00
QS-20-PSW110...	PSW110WS-1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,103.59	1,103.59
Shipping	Combined Shipping and Freight Charges	1	2,975.00	2,975.00
CC80	Concrete for Anchoring	69	4.31261	297.57
FBLOCK	Footer Blocks	27	2.00	54.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	1	650.00	650.00
LBRPG	Labor and Installation - Playground Equipment	1	8,645.70	8,645.70
Sub Total				29,835.86
SURFACING				
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	49	27.00	1,323.00
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	1	445.00	445.00
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	13	328.00	4,264.00
GFAB	Weed Barrier	1,972	0.20	394.40

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (6.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Riverstone Fitness & PG



Date	Estimate #
9/8/2020	9837

Customer / Bill To
Towne Park Community Development District Attn: Jill Burns 219 East Livingston Street

Ship To
4035 Timberwood Drive Lakeland, Florida 33811



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
Shipping	Combined Shipping and Freight Charges	1	1,895.23	1,895.23
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
LBRMU	Labor and Installation of Mulch Products	1	2,881.90	2,881.90
	Sub Total			12,511.63
	DOG PARK			
20-PBARK-490	PBARK-490-PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose ...	2	332.00	664.00
20-BARK-NVKIT	BARK-NVKIT-NOVICE BARKPARK KIT, 4 PIECES	1	3,560.00	3,560.00
20-BARK-SMKIT	BARK-SMKIT-SMALL DOG KIT (4 PIECES)	1	3,299.00	3,299.00
20-MSBR3XX	MSBR3XX-Wave Bike Rack, 3-Hump, In-Ground Mount	1	490.00	490.00
20-T8ULHDCP	T8ULHDCP-8' UltraLeisure? Accessible Rectangular Portable Table	2	800.00	1,600.00
20-B6WBULS	B6WBULS-6' UltraLeisure? Standard Bench with Back, In-Ground Mount	2	392.00	784.00
20-TR32	TR32-32 Gallon Regal Standard Trash Receptacle, Receptacle Only	2	323.00	646.00
20-LINER 32-BL...	LINER 32-BLACK-Plastic Liner - Black Color	2	56.00	112.00
20-DOME32 BL...	DOME32 BLACK-Plastic Dome Top for 32 Gallon Receptacles - Black Color	2	130.00	260.00
Shipping	Combined Shipping and Freight Charges	1	2,720.25	2,720.25
FBLOCK	Footer Blocks	23	2.00	46.00
CC80	Concrete for Anchoring - Delivered Cost	47	8.40	394.80

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (6.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Pro Playgrounds
8490 Cabin Hill Road
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Quote

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Date	Estimate #
9/8/2020	9837

Customer / Bill To
Towne Park Community Development District Attn: Jill Burns 219 East Livingston Street

Ship To
4035 Timberwood Drive Lakeland, Florida 33811



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
LBR	Labor and Installation	1	1,681.70	1,681.70
	Sub Total			16,257.75
DSC	Discount		-8,041.16	-8,041.16

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$83,308.00

Sales Tax: (6.0%) \$0.00

Total: \$83,308.00

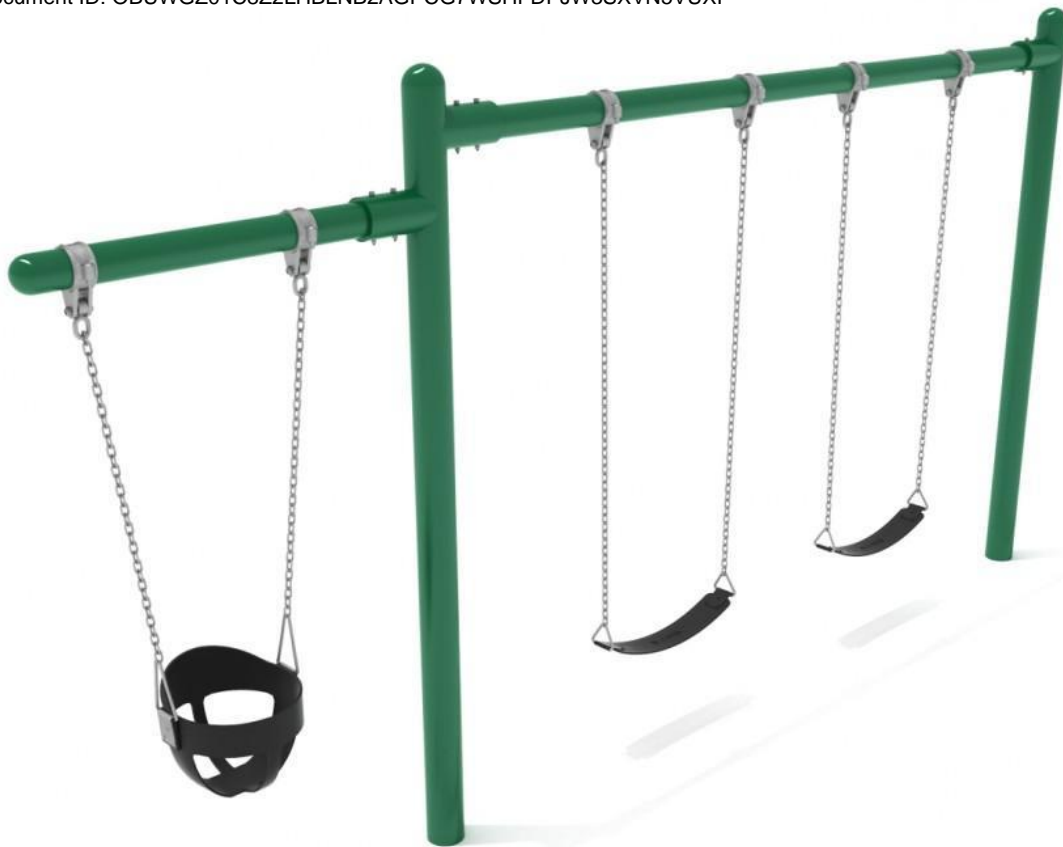
Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Fitness Equipment

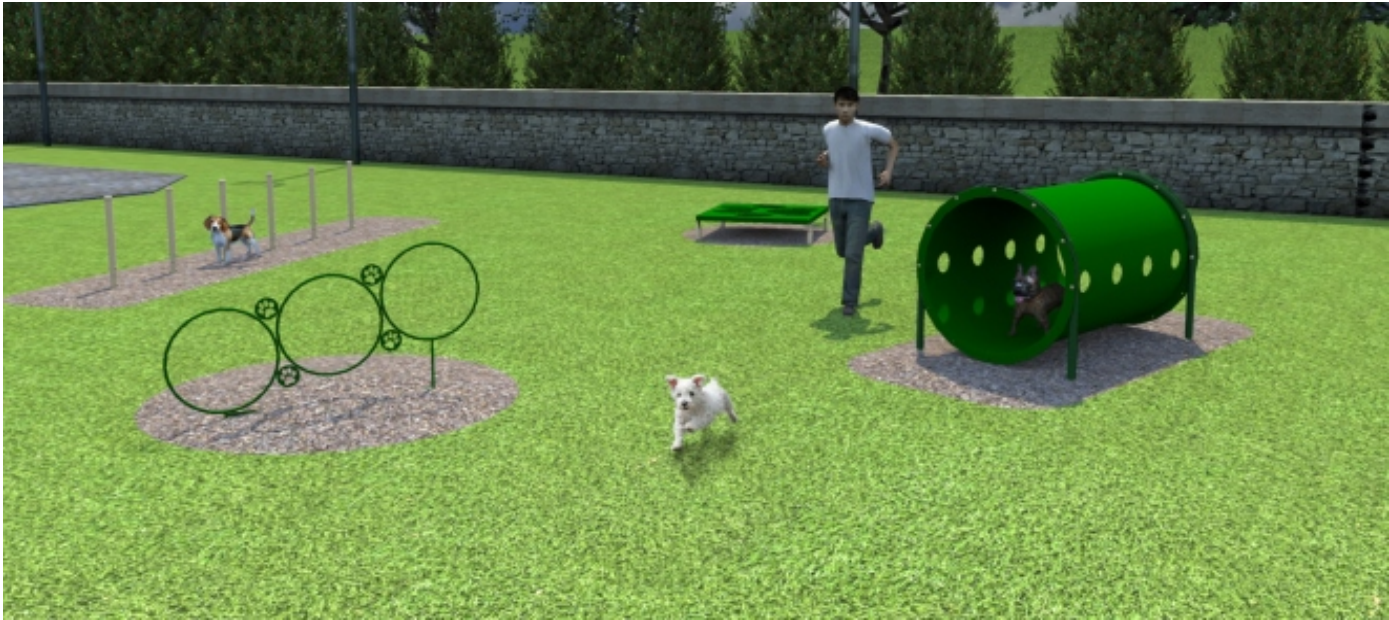




Raw, uncoated rubber mulch. Traditionally used in playgrounds under tiles or other types of safety surfaces and not as the main safety surface.

Available Sizes: 76.9 cu ft super sack







Equipment and Surfacing General Manufacturer Warranties

Shade Structure Warranty

General Conditions

- The warranty set forth shall be the purchaser's sole and exclusive warranty.
- All warranties below are effective from the date of delivery by Manufacturer, its subsidiaries or agents.
- Manufacturer reserves the right to repair or replace any item covered by this warranty.
- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Manufacturer or its agent in writing detailing any defect for which a warranty claim is being made.
- Manufacturer shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Manufacturer specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving parts and any item not specifically listed above.

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage which carries a 10 year warranty.
- This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- All other warranties disclaimed.

Fabric

- Manufacturer fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, mildew, outdoor wear, cold or discoloration. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. *The colors Red and Yellow are warranted against significant fading for only two years.
- If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.
- Fabric curtains, valences or flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is installed on a structure that is not engineered and built by Manufacturer or its agents.

Owner(s)
Initial

PA

Contractor
Initial

- This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.
- All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".
- The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or fastening apparatus is not secured accordingly.
- Manufacturer reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

Steel Structure

- The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions.
- Workmanship is warranted for a period of five years.
- Structures are warranted for winds up to 150mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and reinstallation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A (please request).
- This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray, or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Powder Coat Finish

- The factory applied powder coat finish is warranted for a period of 5 years under normal environmental conditions. This warranty does not cover cosmetic issues such as fading, discoloration, or weathering.
- This finish warranty shall be void if damage to the powder coat is caused by the installer, or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, thinners, degreasers, hydrocarbon containing solvents, pollution, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. The owner must report any defects in the powder coat at the time the installation is completed.

Acts of Nature

- This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

Owner(s)
Initial

PA

Contractor
Initial

Playground Equipment Warranty

All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from Pro Playgrounds or an authorized Pro Playgrounds distributor for personal or business use and not for purpose of re-distribution or re-sale. No other warranties apply.

- **100 year** limited warranty on aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship.
- **100 year** limited warranty on hardware against structural failure due to deterioration, corrosion, or workmanship.
- **100 year** limited warranty on post caps and clamps against structural failure due to deterioration, corrosion, or workmanship.
- **15 year** limited warranty on rails, rungs, rigid climbers, loops and decks against structural failure due to deterioration, corrosion, or workmanship.
- **15 year** limited warranty on all HDPE and rotational molded plastic components against structural failure due to materials or workmanship.
- **3 year** limited warranty on all blow molded plastics against structural failure due to materials or workmanship.
- **5 year** limited warranty on the Funnel Ball Game and Poseidon's Hideout.
- **1 year** limited warranty on cables and nets against premature wear due to natural deterioration or manufacturing defects.
- **1 year** limited warranty on moving parts against structural failure due to materials or workmanship.
- **1 year** limited warranty on all materials and products not covered above against failure due to materials or workmanship.

Artificial Turf Warranty

- **10 year** limited warranty against UV failure and product defect.

Owner(s)
Initial

PA

Contractor
Initial

SECTION VI



A UNITED COMMUNITY BANK COMPANY



Oct-22-2020

Dear TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT,

Thank you for your business. I have attached the documents required to finalize your transaction with Navitas Credit Corp. Please have the documents executed as described below:

Equipment Lease, Rental or Finance Agreement: Please sign and date the lower left side of the lease or finance agreement with the appropriate title.

ACH is a requirement of your transaction. Please provide your tax exemption certificate for this entity and a Purchase order for: 60 payments @ \$1,687.57.

Company check for monies due: For Initial Amount \$3,375.14 and processing fees of \$195.00 plus any applicable tax.

We offer Automated Clearing House (ACH) for the amount listed above. Please fill out the following, sign and include with your lease document package along with a copy of a **voided check for this entity:**

I acknowledge that I am an authorized signer of the bank checking account below and authorize Navitas Credit Corp., or its assignee, to take all amounts, including applicable tax, currently due under Contract # 40775306 with us via ACH.

Company: TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Routing #: _____

Account #: _____

Bank Name: _____

Bank City/State: _____

Signature: _____

Your Name _____		DATE _____ 1234
Street Address _____		
City, State Zip Code _____		
PAY TO THE ORDER OF _____		\$ _____
Bank/Financial Institution _____		DOLLARS
Memo _____		
1 2 3 4 5 6 7 8 9 0	1 2 3 4	0 0 0 5 5 8 8 8 8
Routing Number	Check	Account Number

Date: _____

This is a onetime ACH for the current amount due under the Agreement.

We require you to have all future amounts due remitted via ACH to Navitas Credit Corp., or its assignee, please sign below:

Signature: _____ **Date:** _____

This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

*Please supply a copy of a **Voided Company Check** for the business listed on this agreement which is financing the equipment*

Should any of the information on the enclosed documents be incorrect, please notify me immediately at (866) 956-2848 so I can make the appropriate corrections.

Sincerely,

Amy Whipple
Navitas Credit Corp.



info@navitascredit.com



www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT



BORROWER: TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT DBA: Federal Tax ID#
 (hereinafter referred to as "you" or "your")
 Address: 4035 TIMBERWOOD DRIVE City: LAKELAND State: FL Zip: 33811 Phone :
 LEGACY CONSTRUCTION SERVICES GROUP
 SECURED PARTY/ LENDER: NAVITAS CREDIT CORP. VENDOR: INC AGREEMENT # 40775306
 (hereafter referred to as "We", "Us", or "Our") (Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this

Equipment Description / Quantity / Serial # / VIN# (1) PLAYGROUND EQUIPMENT PER SCHEDULE "A" 1	Term in Months: 60 Monthly Payments: 60 @ \$1,687.57	First Payment: \$1,687.57 Last Payment: \$0.00 Security Deposit: \$1,687.57 Other: \$195.00
Equipment Location (if different than above address) 4035 TIMBERWOOD DRIVE LAKELAND FL 33811	Amount Financed:\$83,308.00	INITIAL AMOUNT DUE: \$3,570.14

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

1. **AGREEMENT:** You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you. You unconditionally promise to pay us the sum of all of the monthly payments indicated above or on any schedule ("Payments") and you agree to all of the terms stated in this Agreement. You authorize us to insert any Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. We may adjust the monthly payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement.

2. **TERM:** This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). The term of this Agreement shall terminate upon the date that all of your payment and other obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on the Commencement Date and subsequent monthly payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. **EQUIPMENT:** You agree that you are the owner of and have title to the Equipment, excluding any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize us to pay your Vendor, either as a prepayment to your Vendor to initiate delivery or upon your acceptance of the Equipment when it is delivered. You hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment. Further, you shall at all times keep the Equipment free from all legal process, liens and other encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you.

4. **NO WARRANTIES; NO AGENCY: WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT.** Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder.

5. **SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL.** We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new Secured Party will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new Secured Party will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new Secured Party.

6. **SECURITY DEPOSIT:** As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit". We have the right, but are not obligated, to apply the security deposit at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

7. **CARE, USE AND LOCATION; LOSS:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

X: Date Signed:

(signature)

Print Name & Title:

By: Date Accepted:

(signature)

Print Name & Title:

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: Date Signed:

(signature)

Print Name:

X: Date Signed:

(signature)

Print Name:

TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

8. **TAXES:** You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

10. **INSURANCE:** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. **DEFAULT:** You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. **REMEDIES:** In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. **BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS:** You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. **FEES AND CHARGES:** If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

15. **ENTIRE AGREEMENT; CHANGES:** This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

16. **COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

17. **CHOICE OF LAW; JURISDICTION:** **THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.**

18. **MISCELLANEOUS:** No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

X <small>(signature)</small>	Print Name & Title:	Date Signed:
I hereby authorize, in my absence,	Telephone #	to verify my direction to disburse funds.
Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC	Vendor:	Vendor:



EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Agreement #:40775306

This Equipment Schedule "A" is to be attached to and become part of the Agreement referenced above by and between the undersigned and Navitas Credit Corp., Lessor/Secured Party/Rentor.

Equipment:

Item	Description	Qty
	Sub Total	
20-SQ303008IG...	**SHADE PRODUCTS** SQ303008IG-105-30x30-QUAD SAIL, FOUR COLUMN-8' HEIGHT QUAD SAIL SHADE - IN GROUND MOUNT - ENGINE...	1
QS-20-PKP018N	**PLAYGROUND & FITNESS EQUIPMENT** PKP018N-Rose Creek - Neutral	1
20-PFT001	PFT001-Single Station Sit Up Bench	1
20-PFT006	PFT006-Single Station Fit Rider	1
20-PFT002	PFT002-Single Station Rower	1
20-PFT013	PFT013-Single Station Sky Walker	1
20-PFT008	PFT008-Single Station Country Skier	1
QS-20-PSW110...	PSW110WS-1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1
APS-Border 8	**SURFACING** APS-Border 8 - 8" Border Timber With Spike - Black	49
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	1
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	13
GFAB	Weed Barrier	1,972
20-PBARK-490	**DOG PARK** PBARK-490-PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose ...	2
20-BARK-NVKIT	BARK-NVKIT-NOVICE BARKPARK KIT, 4 PIECES	1
20-BARK-SMKIT	BARK-SMKIT-SMALL DOG KIT (4 PIECES)	1
20-MSBR3XX	MSBR3XX-Wave Bike Rack, 3-Hump, In-Ground Mount	1
20-T8ULHDCP	T8ULHDCP-8' UltraLeisure? Accessible Rectangular Portable Table	2
20-B6WBULS	B6WBULS-6' UltraLeisure? Standard Bench with Back, In-Ground Mount	2
20-TR32	TR32-32 Gallon Regal Standard Trash Receptacle, Receptacle Only	2
20-LINER 32-BL...	LINER 32-BLACK-Plastic Liner - Black Color	2
20-DOME32 BL...	DOME32 BLACK-Plastic Dome Top for 32 Gallon Receptacles - Black Color	2
Shipping	Combined Shipping and Freight Charges	1
FBLOCK	Footer Blocks	23
CC80	Concrete for Anchoring - Delivered Cost	47

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee/Borrower/Rentee, who acknowledges receipt of a copy. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Lessee/Borrower/Rentee: TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Signature: X _____

Title: X _____

Date: X _____





A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

**Lessee/Borrower/Rentee: TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Agreement #: 40775306

In reference to the Agreement # 40775306, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **LEGACY CONSTRUCTION SERVICES GROUP INC ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.
Lessor/Secured Party/Rentor

TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT
Lessee/Borrower/Rentee

Signature

Signature

Title

Title

Date

Date



info@navitascredit.com



www.navitascredit.com



Signature Identification Addendum

(Must be completed for All Signers)

**Please include a copy of your valid driver's license including photo and signature.
(Front and back may be required in certain states)**

ATTACH PHOTO IDENTIFICATION WITH SIGNATURE

The undersigned hereby certifies, represents and warrants that the undersigned individual is the same individual whose name and signature appears on the above driver's license. The undersigned acknowledges that Lessor/Secured Party/Rentor has relied upon this representation, along with other representations, in deciding to extend credit. All accompanying signed documents must match the signature as verified from the copy of the driver's license provided. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X _____

Signature of Driver's License Bearer

Work or Cell Phone Number : _____



SECTION VII

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, FL 32314

**NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT
AGREEMENT FOR LANDSCAPE IMPROVEMENTS**

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the “**Easement Agreement**”) is made this ____ day of November, 2020, by _____, a Florida _____, whose address is _____ (“**Grantor**”) in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (“**District**”) (District and Grantor are sometimes together referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, the District was established pursuant to 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 operate and maintain certain infrastructure improvements and related facilities within or without the boundaries of the District, including but not limited to fencing, landscaping, and hardscaping improvements; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in City of Lakeland, Florida, lying within the boundaries of the District, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, for the benefit of the District and its landowners and residents, the District desires to maintain the landscaping, hardscaping, and irrigation improvements located within the Easement Area (collectively, the “**Improvements**”); and

WHEREAS, Grantor agrees to grant to the District a non-exclusive easement over the Easement Area to the District in order to allow the District to access the Easement Area in order to access and maintain the Improvements located thereupon; and

WHEREAS, Grantor acknowledges and agrees that the District’s access and maintenance of the Improvements pursuant to this Easement Agreement shall not be interpreted as acceptance of such Improvements by the District.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby grants to the District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of same.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of the District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party 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.

7. **Enforcement of Agreement.** In the event that either the District or Grantor seeks to enforce this Easement 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, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the Grantor:

Attn: _____

To the District:

Towne Park
Community Development District
219 East Livingston Street
Orlando, Florida 32801

Attention: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor may deliver any notice on behalf of the District and Grantor.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent the District from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Polk County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **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.

[SIGNATURES ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee caused this Access and Maintenance Easement Agreement to be executed, effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

GRANTOR:

_____, a Florida

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by _____, as _____ of _____, a Florida _____, on behalf of company.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by _____, as Chairperson of the Board of Supervisors of the Towne Park Community Development District.

[notary seal]

GRANTEE:

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

DESCRIPTION OF THE EASEMENT AREA

[Generally, that area located on lots between fences and Medulla Road in Riverstone Phase 1 and Riverstone Phase 2 – SPECIFIC LOTS TO BE DETERMINED]

DRAFT

SECTION VIII

SECTION A

**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 _____, 2020, 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 Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (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 3D”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area 3D 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 *Fifth Supplemental Engineer’s Report Phase 3D (Assessment Area 3D)* dated September 2019, attached to this Agreement as **Composite Exhibit B** (“Improvements”), and the estimated costs of the Improvements, described as “Phase 3D” or “Riverstone Phases 5 and 6” in the Engineer’s Report (the “Assessment Area 3D Project”), are identified therein; and

WHEREAS, the District has imposed special assessments on Assessment Area 3D within the District (the “Assessment Area 3D Assessments”), to secure financing for a portion of the construction of the Assessment Area 3D 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 3D Project; and

WHEREAS, the District intends to finance all or a portion of the Assessment Area 3D Project through the anticipated issuance of its Towne Park Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 3D Project), in the principal amount of \$_____ (the “Assessment Area 3D Bonds”); and

WHEREAS, Developer has requested that the District limit the amount of Assessment Area 3D Assessments imposed upon Assessment Area 3D by allowing the Developer to directly fund a portion of the Assessment Area 3D 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 3D Project, as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area 3D Bonds; and

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

WHEREAS, in order to ensure that the Assessment Area 3D 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 3D Bonds to fund the Assessment Area 3D 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 3D Project, over and above the amount of the Assessment Area 3D 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 3D Bonds will provide only a portion

of the funds necessary to complete the Assessment Area 3D Project. Therefore, Developer hereby agrees to complete the Assessment Area 3D 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 3D 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 3D 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 3D 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 3D 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 3D 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 3D benefitted by the Assessment Area 3D Project.

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

(ii) Developer agrees that the Assessment Area 3D Assessments which were imposed on Assessment Area 3D within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3D, which Assessment Area 3D 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 3D Bonds and use of the proceeds thereof to fund a portion of the Assessment Area 3D Project, and (b) the scope, configuration, size and/or composition of the Assessment Area 3D 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 3D 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 3D Bonds then

outstanding, with respect to amendments having a material effect on the District's ability to pay debt service on the Assessment Area 3D 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
Governmental Management Services LLC,
219 East Livingston Street
Orlando, Florida 32801
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
Witner Haven, 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 3D 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 3D 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 3D
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 *Fifth Supplemental
Engineer's Report Phase 3D (Assessment Area 3D)* dated
September 2019

EXHIBIT A
Legal Description of Assessment Area 3D

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 122.24 ACRES, MORE OR LESS.

COMPOSITE EXHIBIT B

[Attach]



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

**TOWNE PARKE
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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EXHIBIT 6 – Overall Development Plan

ENGINEER'S REPORT TOWNE PARK

I. INTRODUCTION

The Towne Park Community Development District (the “District” or the “CDD”) is located south of W 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 and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Project).

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 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.

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

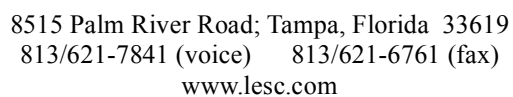
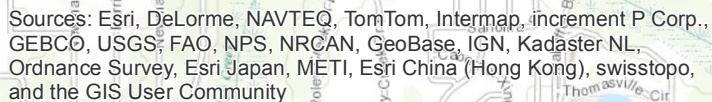
Table 3 – Summary of Proposed District Facilities

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



General Location Map

4

1 inch = 2,000 feet



8515 Palm River Road; Tampa, Florida 33619
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www.lesc.com

Towne Park Exhibit 2

District Boundary Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

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:

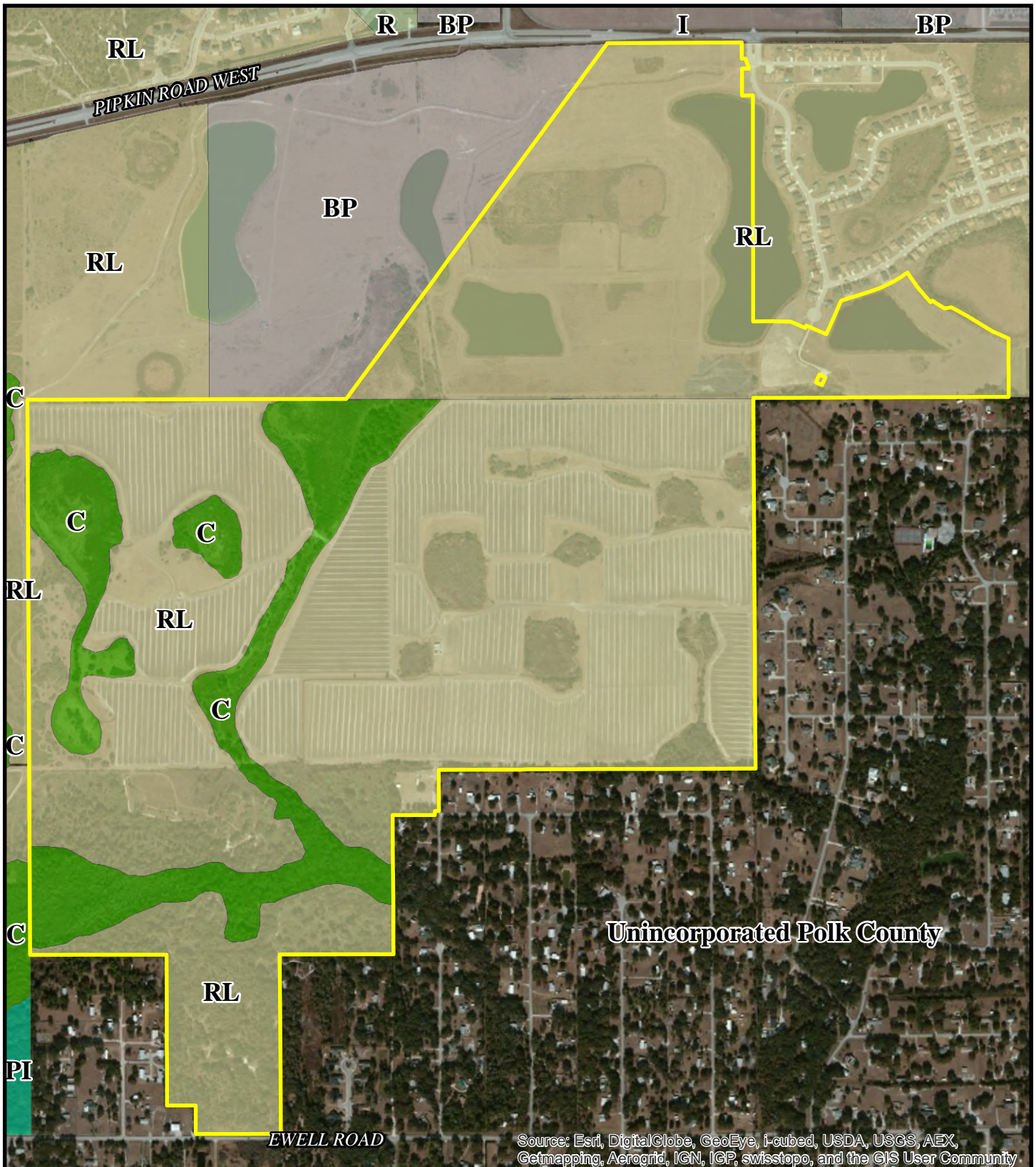
E1/2 OF NE1/4 OF SW1/4 OF SW1/4

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



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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Towne Park Exhibit 4

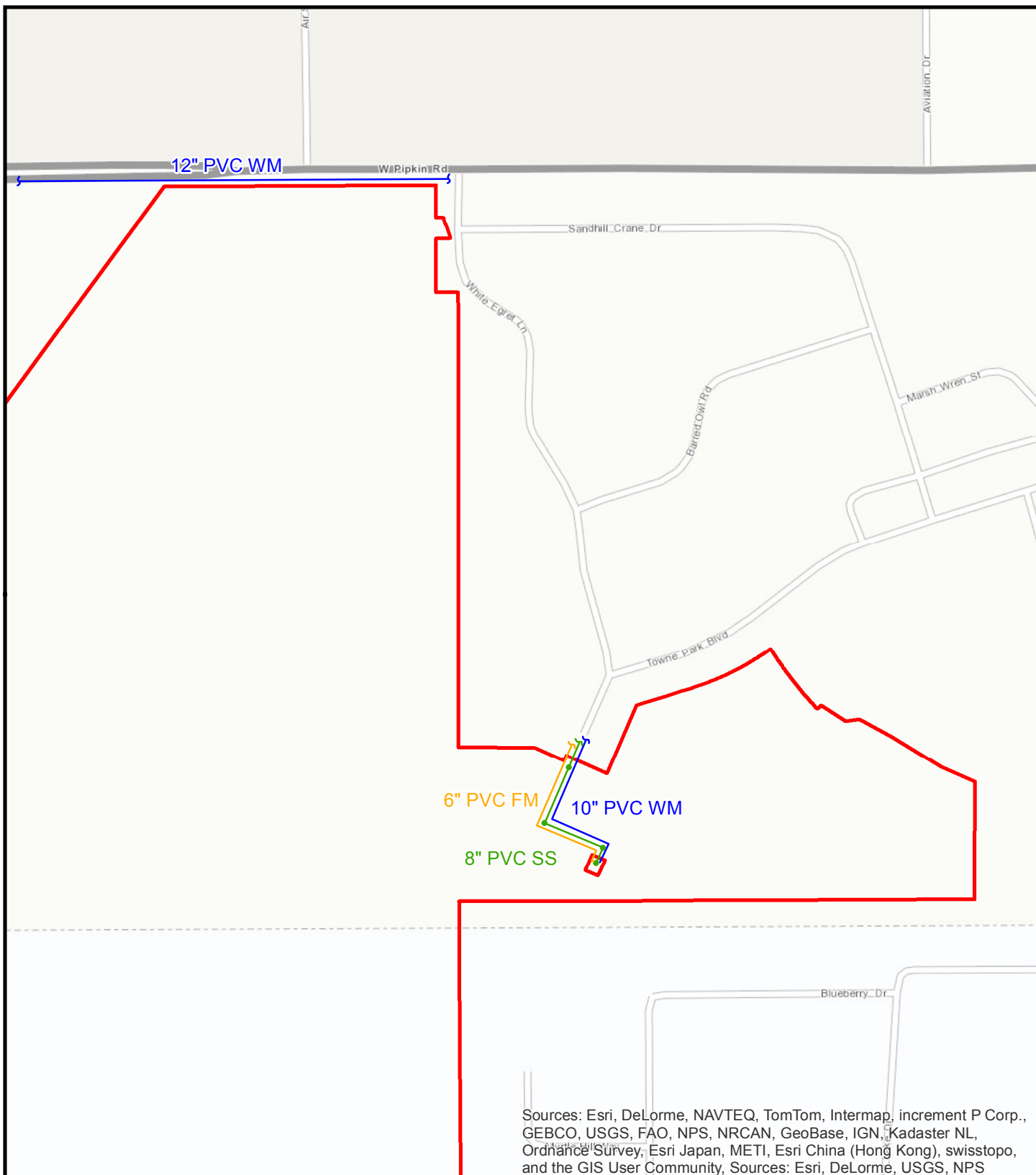
Future Land Use Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
Date: 06/17/14



1 inch = 1,000 feet



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 813/621-7841 (voice) 813/621-6761 (fax)
 www.lesc.com

Towne Park

Exhibit 5

Map of Major Trunk Water Mains and Sewer Interceptors

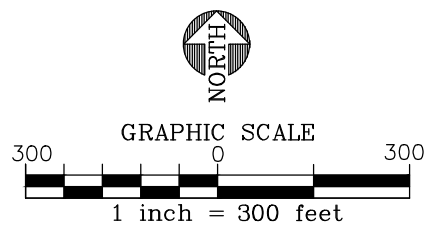
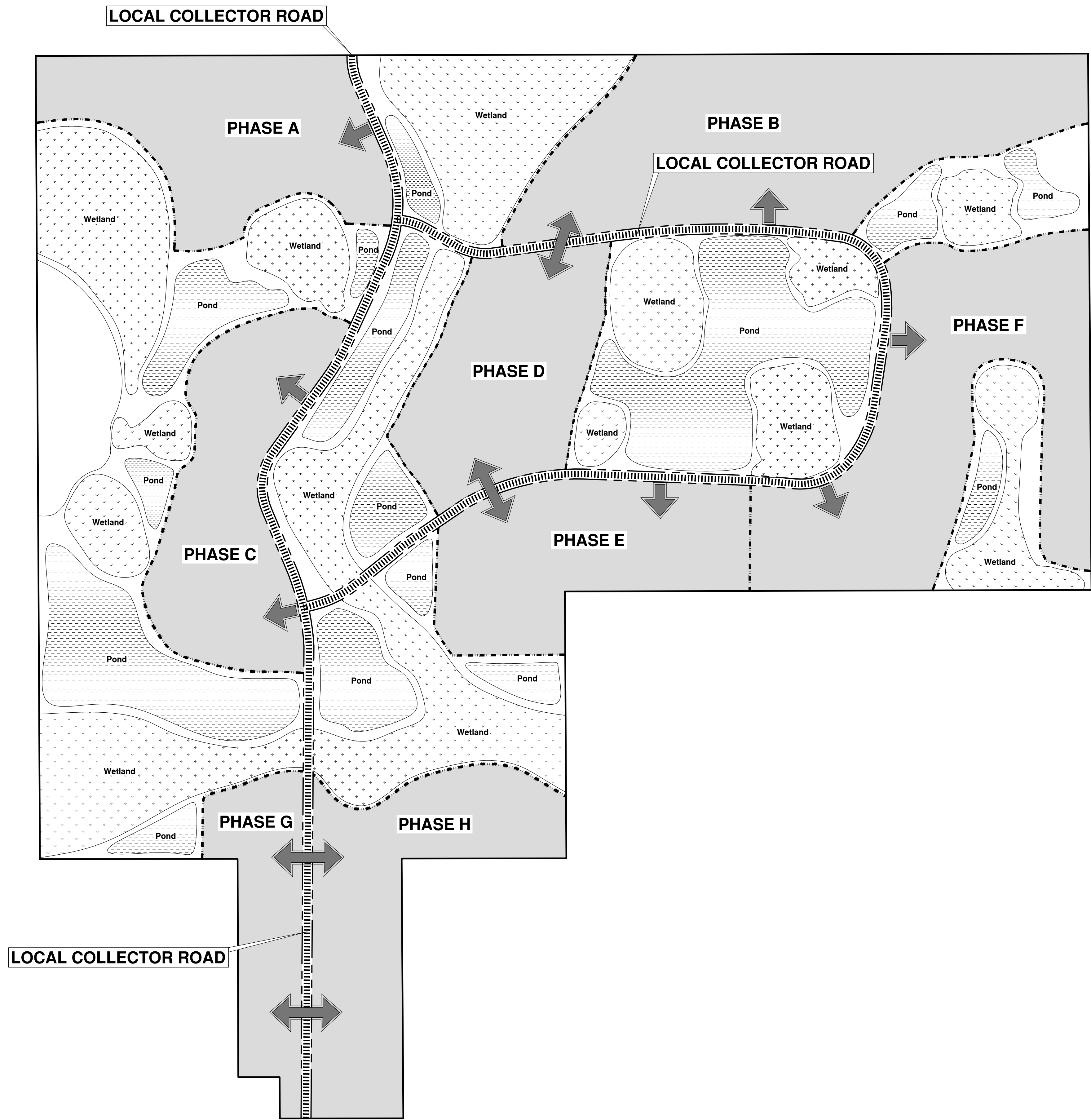
Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
 Date: 07/22/14



1 inch = 500 feet

Towne Park Phase 3



1		TP LAND INVESTORS II, LLC 346 E CENTRAL AVE WINTER HAVEN FLORIDA 33880 Phone (863) 324-3698	TOWNE PARK POLK COUNTY, FLORIDA EXHIBIT 6 OVERALL DEVELOPMENT PLAN	REVISIONS:		TODD C. AMADEN No. 53967 PROFESSIONAL ENGINEER
				DATE :	06/30/2014	
				DRAWN BY:	M. Donchev	
1				CHECKED BY:	TCA	Elevations based on NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)
				DES. NO.:	2140055	

**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**

***FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)***

PREPARED FOR:

BOARD OF SUPERVISORS

TOWNE PARK

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

JULY 2020

TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

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TOWNE PARK
FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)

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 1,450 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. 5476, 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 Phase 3D of the Community (also known as Riverstone Phases 5 & 6). Phase 3D is currently designed and being permitted for 276 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 AND THE First Amendment to the Master Engineer's Report dated March 2018, prepared by Hamilton Engineering & Surveying, Inc.

III. PROPOSED IMPROVEMENTS

The infrastructure improvements for Phase 3D 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 3C will serve Phase 3D.

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 3D have not yet been obtained. 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	43043355.004
Construction Permits (Lakeland)	August 2020
FDEP Water	August 2020
FDEP Sewer	August 2020

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 3D 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 3D of The District

Distribution by Land Use ⁽¹⁾

Land Use	TOTAL (acres)	Percentage
Stormwater Ponds	20.9	17.1 %
Residential	61.04	49.9 %
Wetland / Conservation	32.3	26.4 %
Recreation / Open Space	8.0	6.6 %
TOTAL	122.24	100.0 %

Distribution by Lot Size

Phase	SF Lots	MF Units	TOTAL	Percentage
TOTAL	276	0	276	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	276
Infrastructure ⁽³⁾⁽⁶⁾	Phase 3D ⁽¹⁾
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 2,450,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾	\$ 1,750,000
Roadway ⁽⁴⁾	\$ 1,400,000
Parks, Entry Feature & Signage ⁽⁷⁾	\$ 250,000
Contingency	\$ 750,000
TOTAL	\$ 6,600,000

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 2020 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 5	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		Phase 3D <ul style="list-style-type: none"> Fifth Supplemental Engineer's Report Phase 3D (Assessment Area 3D), dated July 2020 	Riverstone Phases 5 & 6 <ul style="list-style-type: none"> Part of Assessment Area 3D per Sixth Supplemental Trust Indenture (Series 2020)

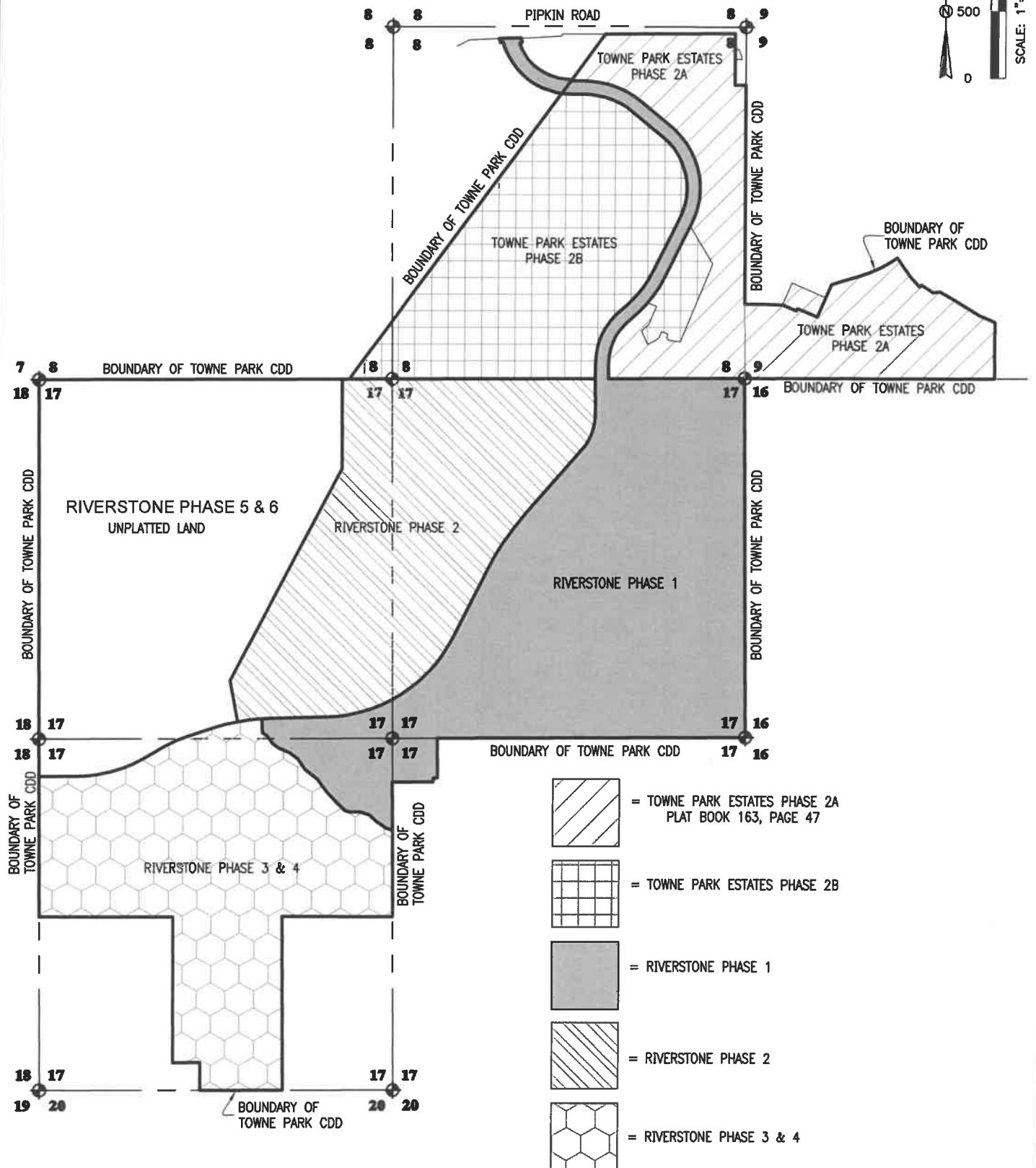
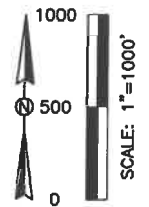
¹ Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018






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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 122.24 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



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

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

TOWNE PARK CDD
CITY OF LAKELAND, POLK COUNTY, FLORIDA

SEC TWP RGE
8/9/17-29-23

JOB NUMBER
03550.0002

SCALE
AS SHOWN

DATE
05/22/2018

SHEET
1/1

SECTION B

**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 _____, 2020, 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 Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, FL 32801 (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 *Fifth Supplemental Engineer’s Report Phase 3D (Assessment Area 3D)* 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 3D” or “Riverstone Phases 5 and 6” within which a portion of the District Improvements will be located (the “Assessment Area 3D 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 2020 (Assessment Area 3D Project) (the “Assessment Area 3D Bonds”); and

WHEREAS, because the Assessment Area 3D 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 3D 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 3D 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 3D 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 3D 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 3D 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 3D 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 3D Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area 3D Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area 3D 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 3D 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 3D Bonds, with the prior written consent of the trustee for the Assessment Area 3D Bonds (the "Trustee") acting at the direction of the holders owning a majority of the aggregate principal amount of the Assessment Area 3D 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
Governmental Management Services, LLC
219 East Livingston Street
Orlando, Florida 32801
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
Winter Haven, 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 3D 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 3D Bonds, on behalf of the owners of the Assessment Area 3D 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 3D 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 3D Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area 3D 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 3D 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 *Fifth Supplemental Engineer’s Report Phase 3D (Assessment Area 3D)* dated September 2019



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

**TOWNE PARKE
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 W 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 and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Project).

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 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.

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

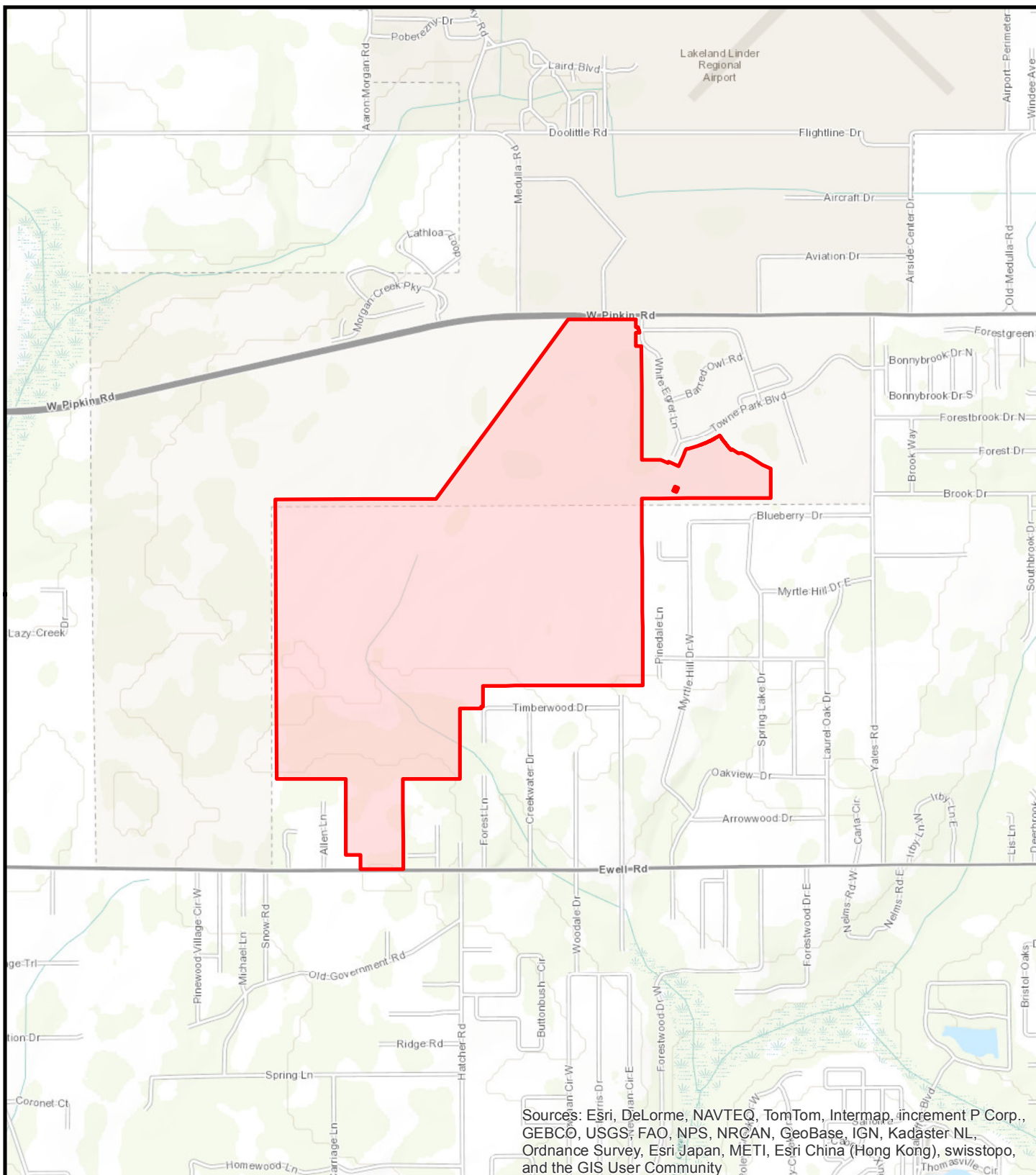
Table 3 – Summary of Proposed District Facilities

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



8515 Palm River Road; Tampa, Florida 33619
813/621-7841 (voice) 813/621-6761 (fax)
www.lesc.com

Towne Park

Exhibit 1

General Location Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
Date: 06/17/14



1 inch = 2,000 feet



8515 Palm River Road; Tampa, Florida 33619
 813/621-7841 (voice) 813/621-6761 (fax)
 www.lesc.com

Towne Park Exhibit 2

District Boundary Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

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:

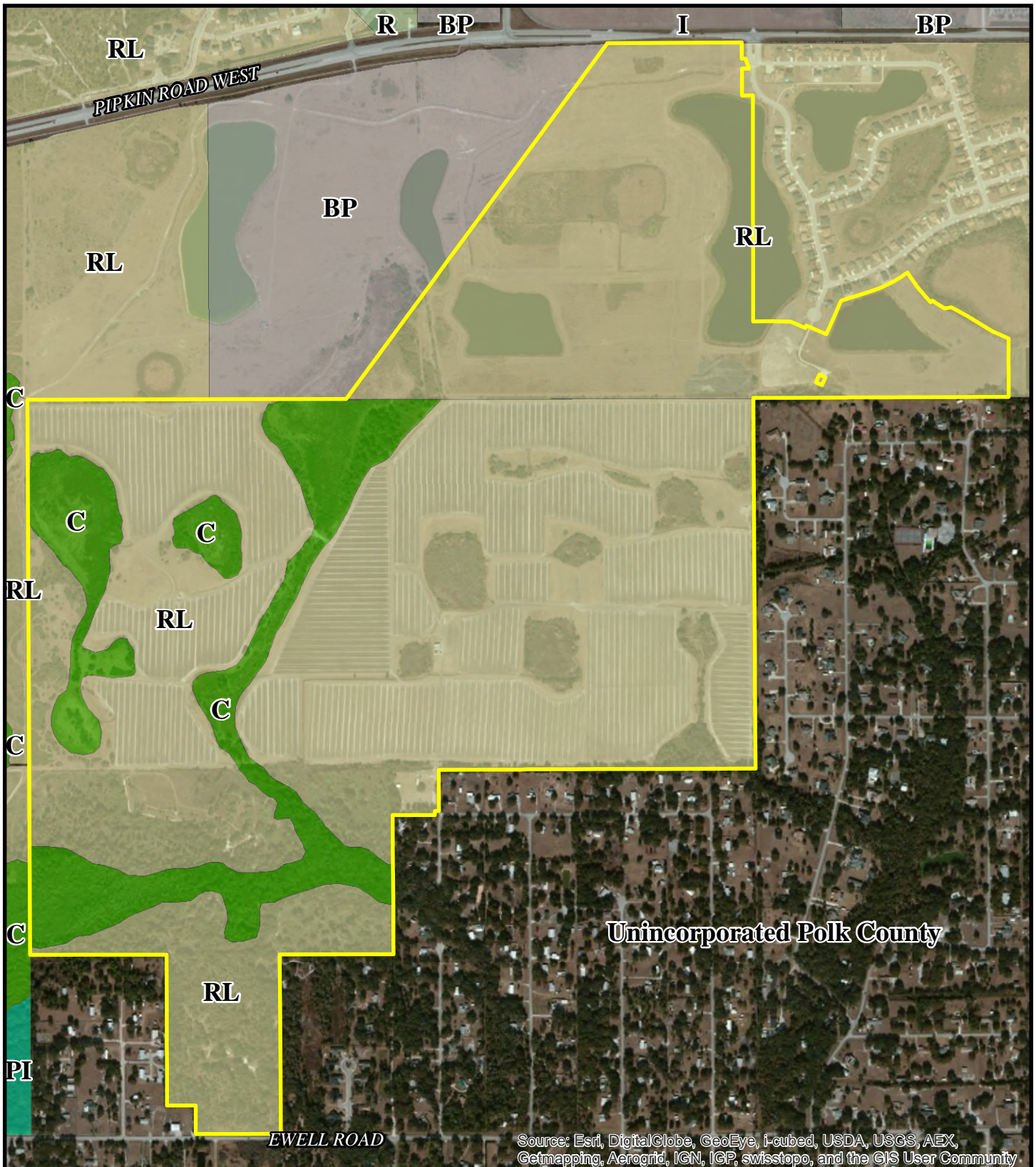
E1/2 OF NE1/4 OF SW1/4 OF SW1/4

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



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



8515 Palm River Road; Tampa, Florida 33619
813/621-7841 (voice) 813/621-6761 (fax)
www.lesc.com

Towne Park Exhibit 4

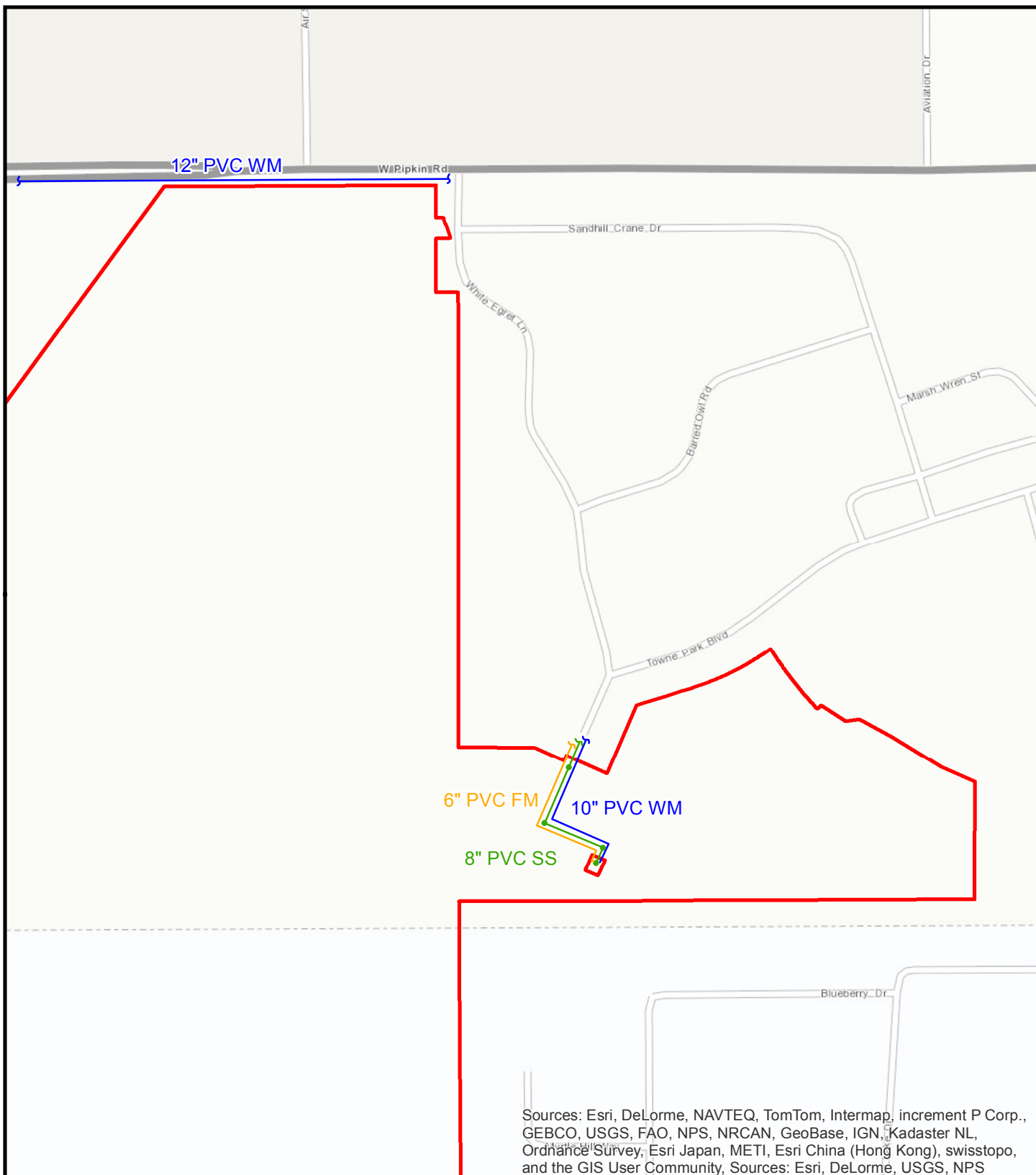
Future Land Use Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
Date: 06/17/14



1 inch = 1,000 feet



8515 Palm River Road; Tampa, Florida 33619
 813/621-7841 (voice) 813/621-6761 (fax)
www.lesc.com

Towne Park

Exhibit 5

Map of Major Trunk Water Mains and Sewer Interceptors

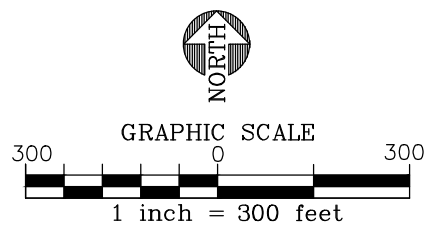
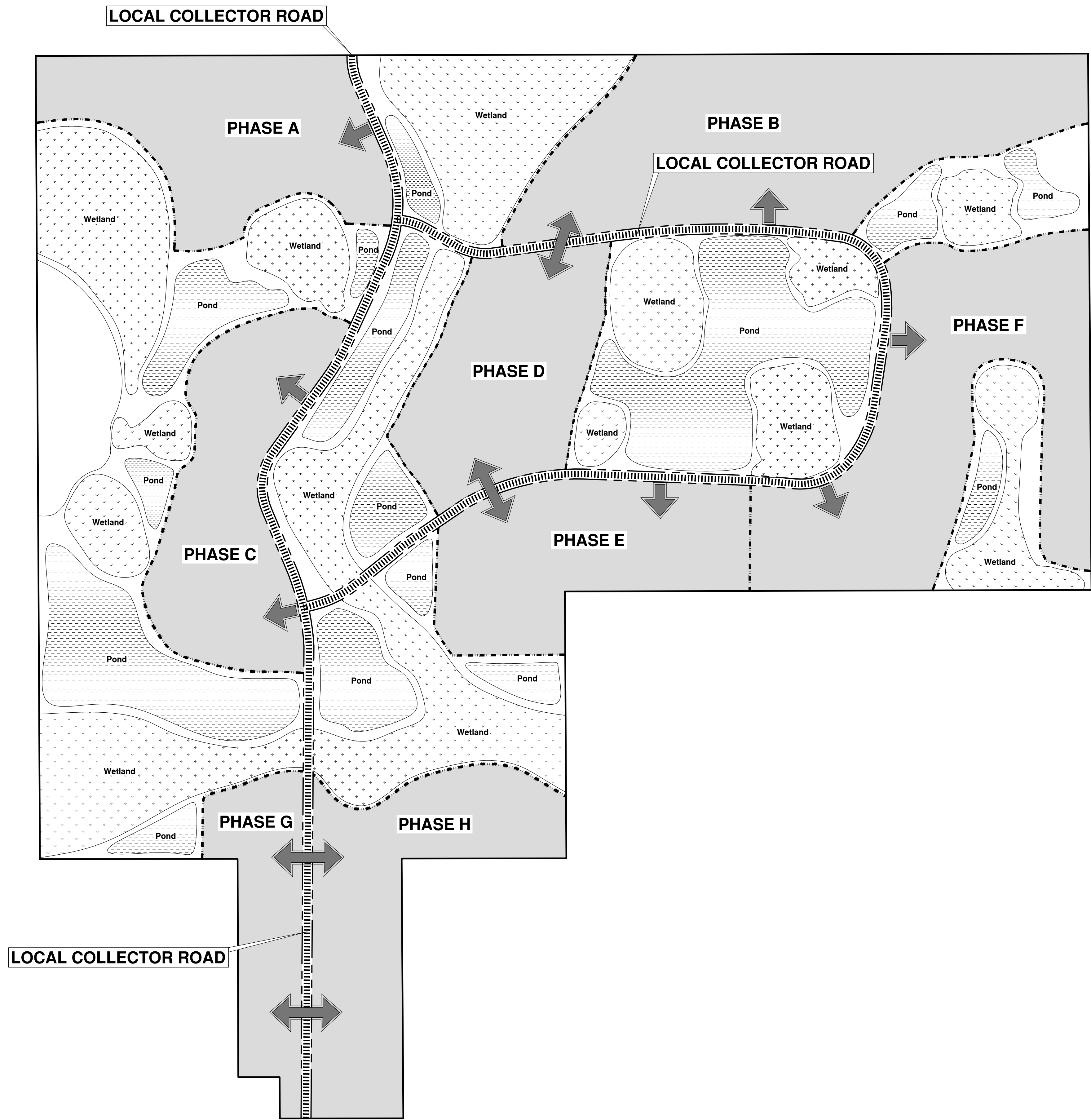
Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
 Date: 07/22/14



1 inch = 500 feet

Towne Park Phase 3



1		TP LAND INVESTORS II, LLC 346 E CENTRAL AVE WINTER HAVEN FLORIDA 33880 Phone (863) 324-3698	TOWNE PARK POLK COUNTY, FLORIDA		DATE : 06/30/2014 DRAWN BY: M. Donchev CHECKED BY: TCA JOB NO.: 2140055	TODD C. AMADEN No. 53967 PROFESSIONAL ENGINEER
			EXHIBIT 6 OVERALL DEVELOPMENT PLAN		REVISIONS:	
			1		Elevations based on NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)	

**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**

***FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)***

PREPARED FOR:

BOARD OF SUPERVISORS

TOWNE PARK

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

JULY 2020

TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 2 – Legal Description of Phase 3D

EXHIBIT 3 – Phasing Exhibit

TOWNE PARK
FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)

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 1,450 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. 5476, 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 Phase 3D of the Community (also known as Riverstone Phases 5 & 6). Phase 3D is currently designed and being permitted for 276 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 AND THE First Amendment to the Master Engineer's Report dated March 2018, prepared by Hamilton Engineering & Surveying, Inc.

III. PROPOSED IMPROVEMENTS

The infrastructure improvements for Phase 3D 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 3C will serve Phase 3D.

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 3D have not yet been obtained. 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	43043355.004
Construction Permits (Lakeland)	August 2020
FDEP Water	August 2020
FDEP Sewer	August 2020

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 3D 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 3D of The District

Distribution by Land Use ⁽¹⁾

Land Use	TOTAL (acres)	Percentage
Stormwater Ponds	20.9	17.1 %
Residential	61.04	49.9 %
Wetland / Conservation	32.3	26.4 %
Recreation / Open Space	8.0	6.6 %
TOTAL	122.24	100.0 %

Distribution by Lot Size

Phase	SF Lots	MF Units	TOTAL	Percentage
TOTAL	276	0	276	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	276
Infrastructure ⁽³⁾⁽⁶⁾	Phase 3D ⁽¹⁾
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 2,450,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾	\$ 1,750,000
Roadway ⁽⁴⁾	\$ 1,400,000
Parks, Entry Feature & Signage ⁽⁷⁾	\$ 250,000
Contingency	\$ 750,000
TOTAL	\$ 6,600,000

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 2020 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		Phase 3D <ul style="list-style-type: none"> Fifth Supplemental Engineer's Report Phase 3D (Assessment Area 3D), dated July 2020 	Riverstone Phases 5 & 6 <ul style="list-style-type: none"> Part of Assessment Area 3D per Sixth Supplemental Trust Indenture (Series 2020)

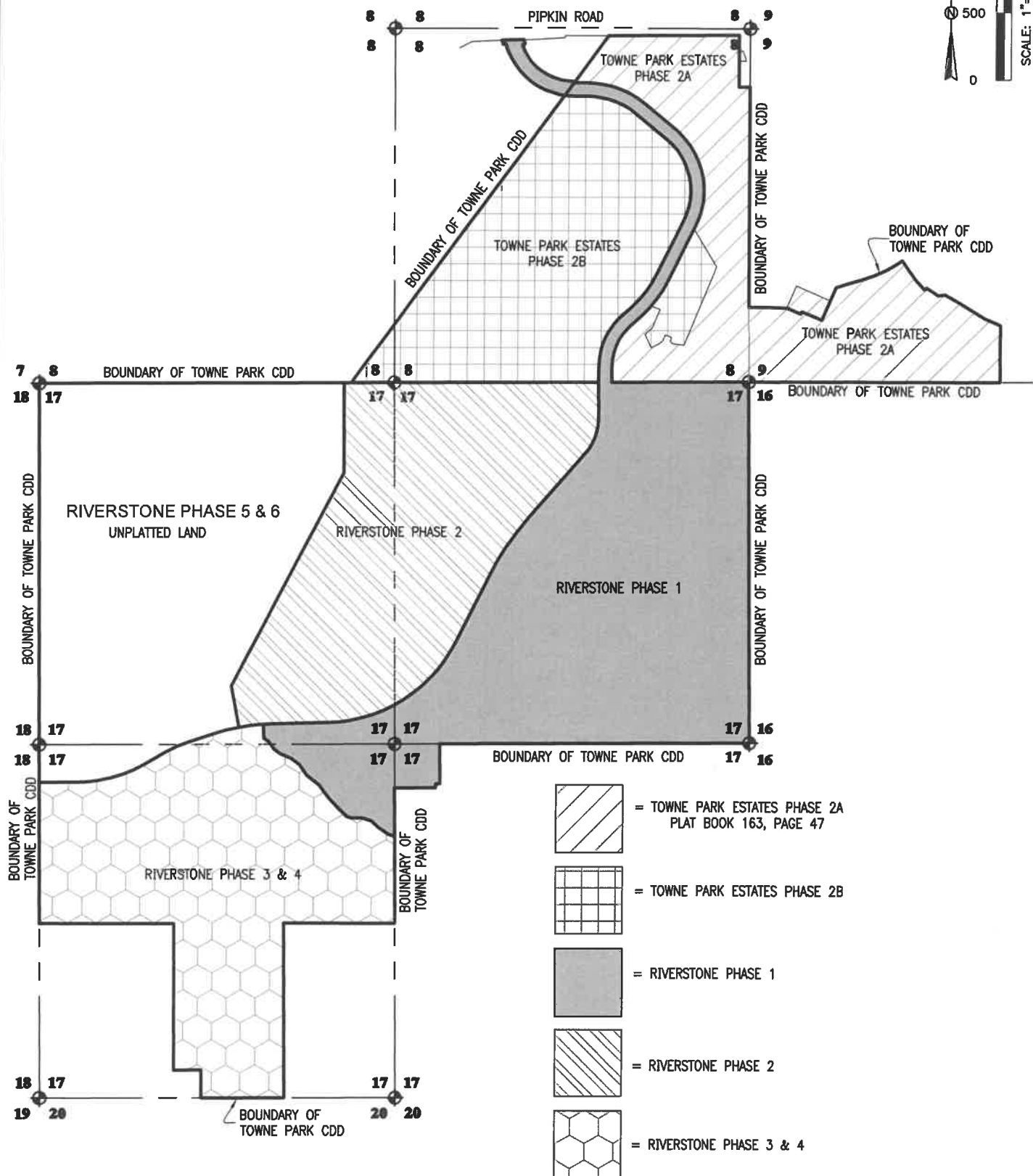
¹ Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 122.24 ACRES, MORE OR LESS.

EXHIBIT



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

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

TOWNE PARK CDD
CITY OF LAKELAND, POLK COUNTY, FLORIDA

SEC TWP RGE

8/9/17-29-23

JOB NUMBER

03550.0002

SCALE

AS SHOWN

DATE

05/22/2018

SHEET

1/1

SECTION C

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 3D ASSESSMENTS**

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, 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 Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, FL 32801 (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 3D”); 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 *Fifth Supplemental Engineer's Report Phase 3D (Assessment Area 3D)* dated September 2019 (collectively, the "Engineer's Report") for the improvements associated with the development of Assessment Area 3D (the "Assessment Area 3D Project"), attached to this Agreement as **Composite Exhibit B** and the estimated costs of the improvements related to Assessment Area 3D Project is identified therein; and

WHEREAS, the District intends to finance a portion of the Assessment Area 3D Project, through the anticipated issuance of its Towne Park Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 3D Project), in the principal amount of \$ _____ (the "Assessment Area 3D Bonds"); and

WHEREAS, pursuant to Resolutions 2015-09, 2015-10, 2015-17, 2018-05, 2018-06, 2018-08, 2020-01, 2020-02, 2020-04, and 2020-____ (the "Assessment Resolutions"), the District imposed special assessments on Assessment Area 3D (the "Assessment Area 3D Assessments") within the District to secure the repayment of the Assessment Area 3D Bonds, including interest thereon; and

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

WHEREAS, Developer agrees that the Assessment Area 3D Assessments which were imposed on Assessment Area 3D within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area 3D, which Assessment Area 3D 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 3D Assessments on Assessment Area 3D 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 2020 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019, as supplemented by that *Supplemental Assessment Methodology Report, Series 2020 Bonds (Phase 3C – Riverstone Phases 5 & 6)* dated August 2020 (collectively, the "Assessment Report"), provides that as Assessment Area 3D is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 3D 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 3D within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends that Assessment Area 3D 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 3D 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 3D 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 3D Assessments collected by mailed notice of the District, said unpaid Assessment Area 3D 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 3D Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat Assessment Area 3D into a total of 276 single family lots or 276 Equivalent Residential Units ("ERUs").

B. *Process for Reallocation of Assessments.* The Assessment Area 3D Assessments will be reallocated among Assessment Area 3D as Assessment Area 3D is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Assessment Area 3D of the District, the Assessment Area 3D 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 3D Assessments will be assigned to the 276 lots platted in Assessment Area 3D. In furtherance thereof, at such time as Assessment Area 3D is to be platted, Developer covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area 3D Assessments to the number of lots being platted and the

remaining lands in Assessment Area 3D 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 3D within the District owned by Developer shall be presented to the District for review and allocation of the Assessment Area 3D Assessments to the lots being platted and the remaining property within Assessment Area 3D 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 3D 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 276 platted lots within Assessment Area 3D of the District. Thus, at the time of platting of any portion of Assessment Area 3D, or any re-platting thereof, there must be at least 276 platted lots in Assessment Area 3D 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 3D 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 3D is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 276 lots are to be platted within Assessment Area 3D, 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 3D installment payable for Assessment Area 3D. 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 3D 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 3D 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 276 ERUs will be assigned to Assessment Area 3D, 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 3D. In the event

Developer plats less than 276 lots within Assessment Area 3D, the Developer may either make a True-Up Payment or leave unassigned Assessment Area 3D Assessments on unplatted lands within Assessment Area 3D, 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 3D Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area 3D Project, including all costs of financing and interest. The District, however, may collect Assessment Area 3D Assessments in excess of the annual debt service related to the Assessment Area 3D Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area 3D 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 3D Assessments collected in excess of the District's total debt service obligation for the Assessment Area 3D 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 3D Assessments and to abide by the requirements of the Reallocation of Assessment Area 3D 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
Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801
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
Winter Haven, 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 3D 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 3D, binding upon Developer and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Assessment Area 3D or portions thereof, and any transferee of any portion of Assessment Area 3D, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of Assessment Area 3D 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 3D 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 3D pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Assessment Area 3D from the scope and effect of this Agreement.

C. Developer shall not transfer any portion of Assessment Area 3D 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 3D 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 3D 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 3D Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area 3D 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 3D 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 3D Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area 3D 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 3D Bonds, on behalf of the owners of the Assessment Area 3D 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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren K. ("Rennie") Heath II, as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by D. Joel Adams as Chairperson for the Board of Supervisors of the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A:

Composite Exhibit B:

Legal Description of Assessment Area 3D

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 *Fifth Supplemental Engineer's Report Phase 3D (Assessment Area 3D)* dated September 2019

EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA 3D

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 122.24 ACRES, MORE OR LESS.

Composite Exhibit B

[Attach]



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

**TOWNE PARKE
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 W 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 and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Project).

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 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.

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

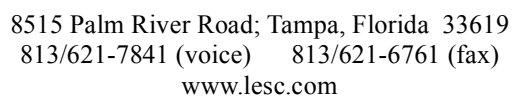
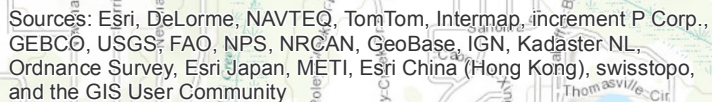
Table 3 – Summary of Proposed District Facilities

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



General Location Map

4

1 inch = 2,000 feet



8515 Palm River Road; Tampa, Florida 33619
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www.lesc.com

Towne Park Exhibit 2

District Boundary Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

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:

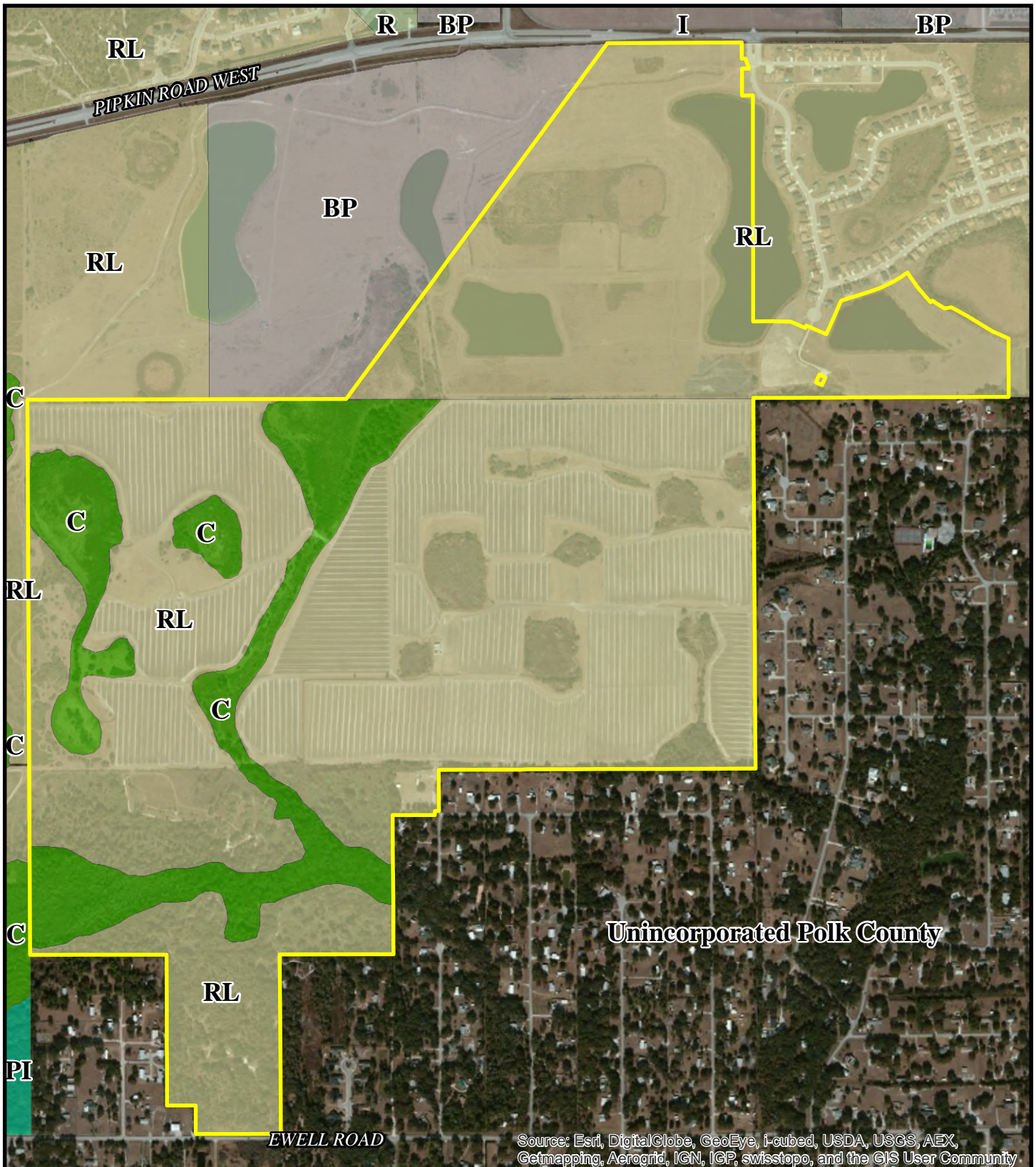
E1/2 OF NE1/4 OF SW1/4 OF SW1/4

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



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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Towne Park Exhibit 4

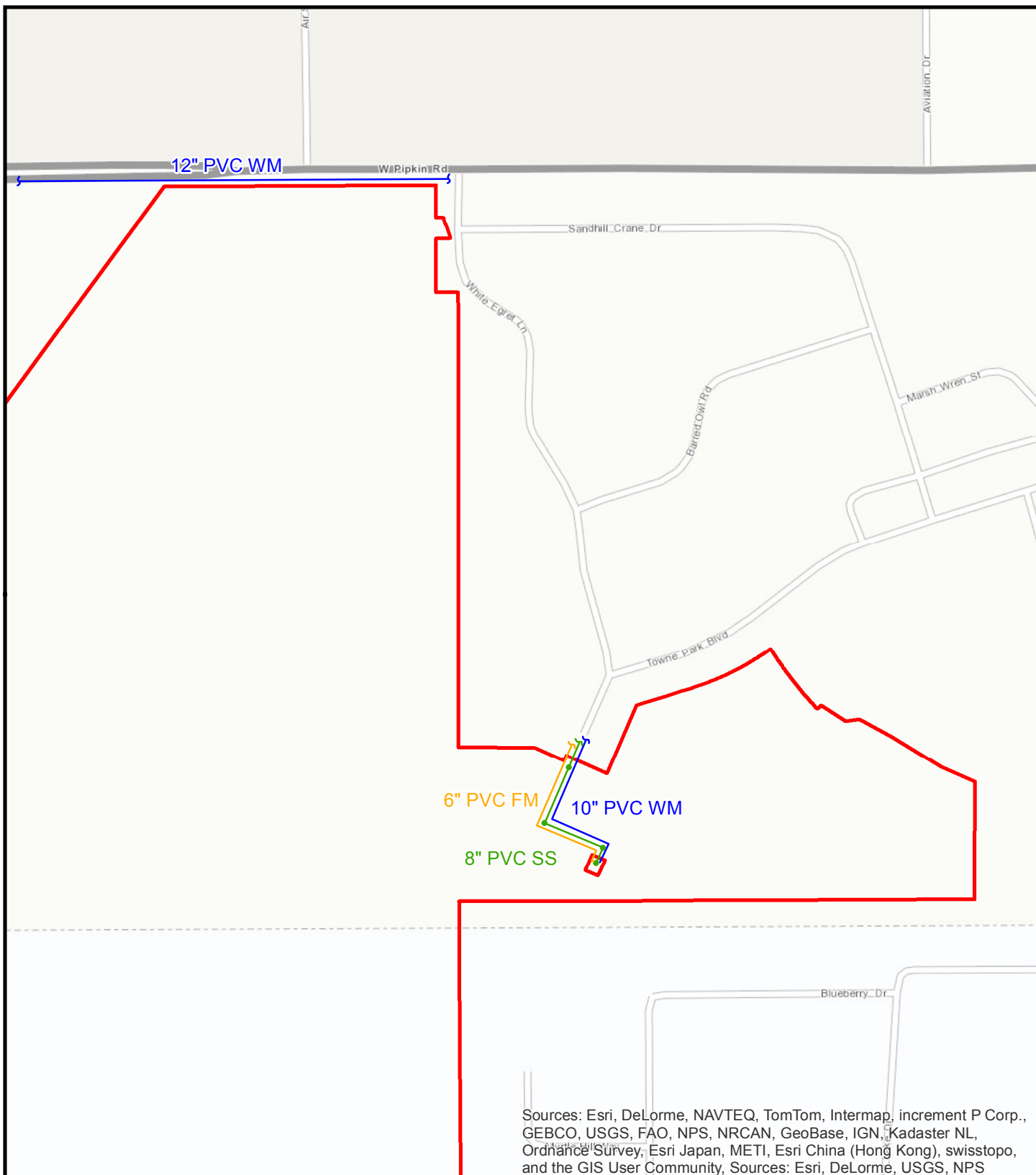
Future Land Use Map

Data provided by ESRI, FGDL, Polk County and SWFMWD

JN: 2140055
 Date: 06/17/14



1 inch = 1,000 feet



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Towne Park

Exhibit 5

Map of Major Trunk Water Mains and Sewer Interceptors

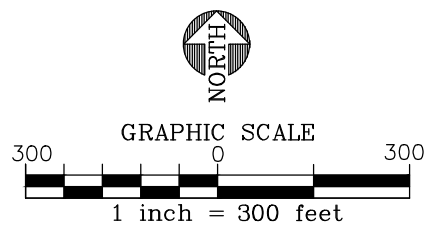
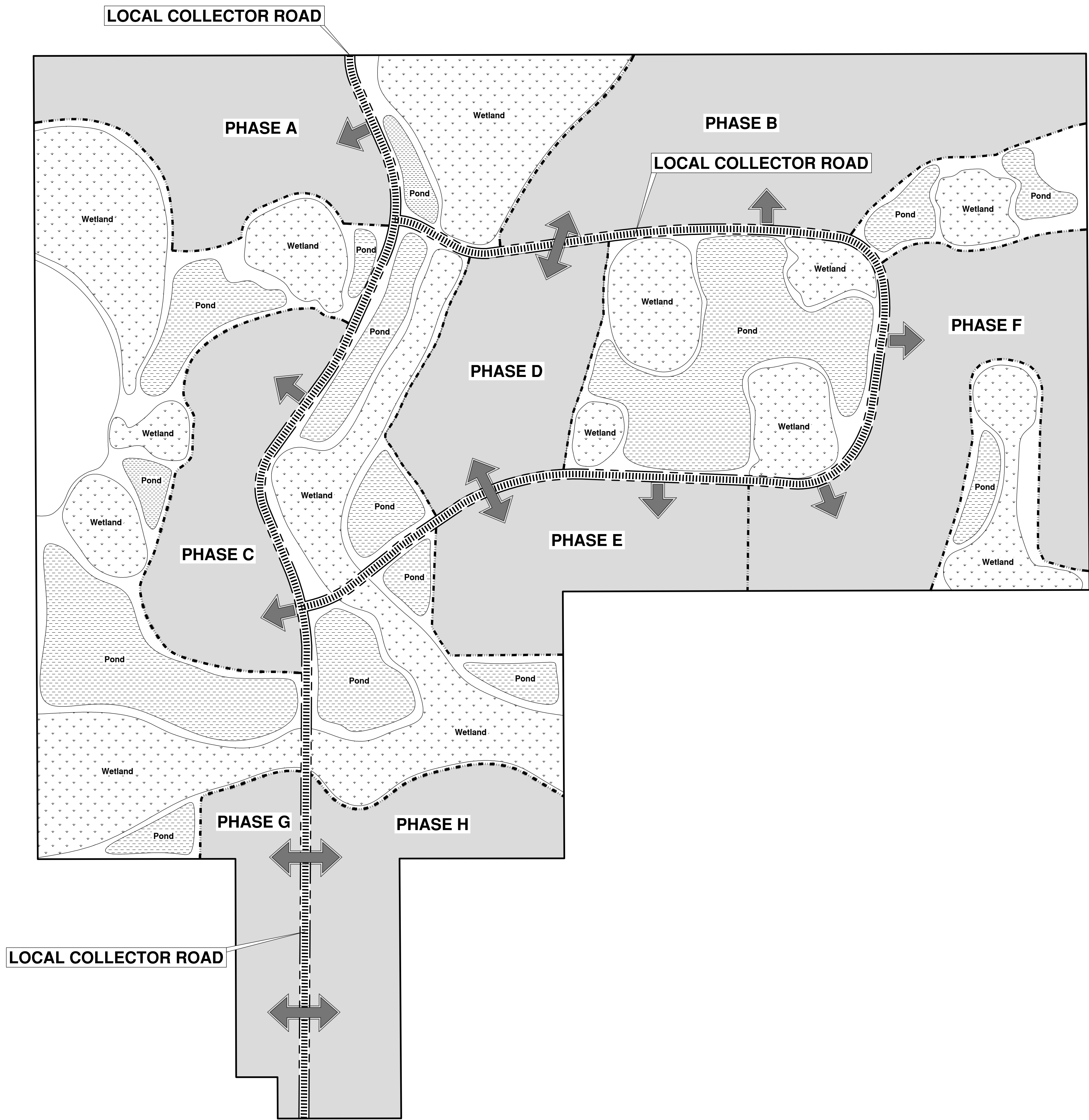
Data provided by ESRI, FGDL, Polk County and SWFMWD


JN: 2140055
Date: 07/22/14



1 inch = 500 feet

Towne Park Phase 3



1	<div><div>8515 Palm River Road Tampa, Florida 33619 E.B. # 28014 Phone (813) 621-7841 Fax (813) 621-6761 www.llesc.com</div></div>	TP LAND INVESTORS II, LLC		TOWNE PARK POLK COUNTY, FLORIDA EXHIBIT 6 OVERALL DEVELOPMENT PLAN	DATE : 06/30/2014 DRAWN BY: M. Donchev CHECKED BY: TCA JOB NO.: 2140055	Elevations based on NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)	TODD C. AMADEN No. 53967 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**

***FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)***

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

PREPARED BY:
ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

JULY 2020

TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

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TOWNE PARK
FIFTH SUPPLEMENTAL ENGINEER'S REPORT
PHASE 3D (Assessment Area 3D)

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 1,450 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. 5476, 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 Phase 3D of the Community (also known as Riverstone Phases 5 & 6). Phase 3D is currently designed and being permitted for 276 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 AND THE First Amendment to the Master Engineer's Report dated March 2018, prepared by Hamilton Engineering & Surveying, Inc.

III. PROPOSED IMPROVEMENTS

The infrastructure improvements for Phase 3D 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 3C will serve Phase 3D.

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 3D have not yet been obtained. 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	43043355.004
Construction Permits (Lakeland)	August 2020
FDEP Water	August 2020
FDEP Sewer	August 2020

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 3D 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 3D of The District

Distribution by Land Use ⁽¹⁾

Land Use	TOTAL (acres)	Percentage
Stormwater Ponds	20.9	17.1 %
Residential	61.04	49.9 %
Wetland / Conservation	32.3	26.4 %
Recreation / Open Space	8.0	6.6 %
TOTAL	122.24	100.0 %

Distribution by Lot Size

Phase	SF Lots	MF Units	TOTAL	Percentage
TOTAL	276	0	276	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	276
Infrastructure ⁽³⁾⁽⁶⁾	Phase 3D ⁽¹⁾
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 2,450,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾	\$ 1,750,000
Roadway ⁽⁴⁾	\$ 1,400,000
Parks, Entry Feature & Signage ⁽⁷⁾	\$ 250,000
Contingency	\$ 750,000
TOTAL	\$ 6,600,000

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 2020 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		Phase 3D <ul style="list-style-type: none"> Fifth Supplemental Engineer's Report Phase 3D (Assessment Area 3D), dated July 2020 	Riverstone Phases 5 & 6 <ul style="list-style-type: none"> Part of Assessment Area 3D per Sixth Supplemental Trust Indenture (Series 2020)

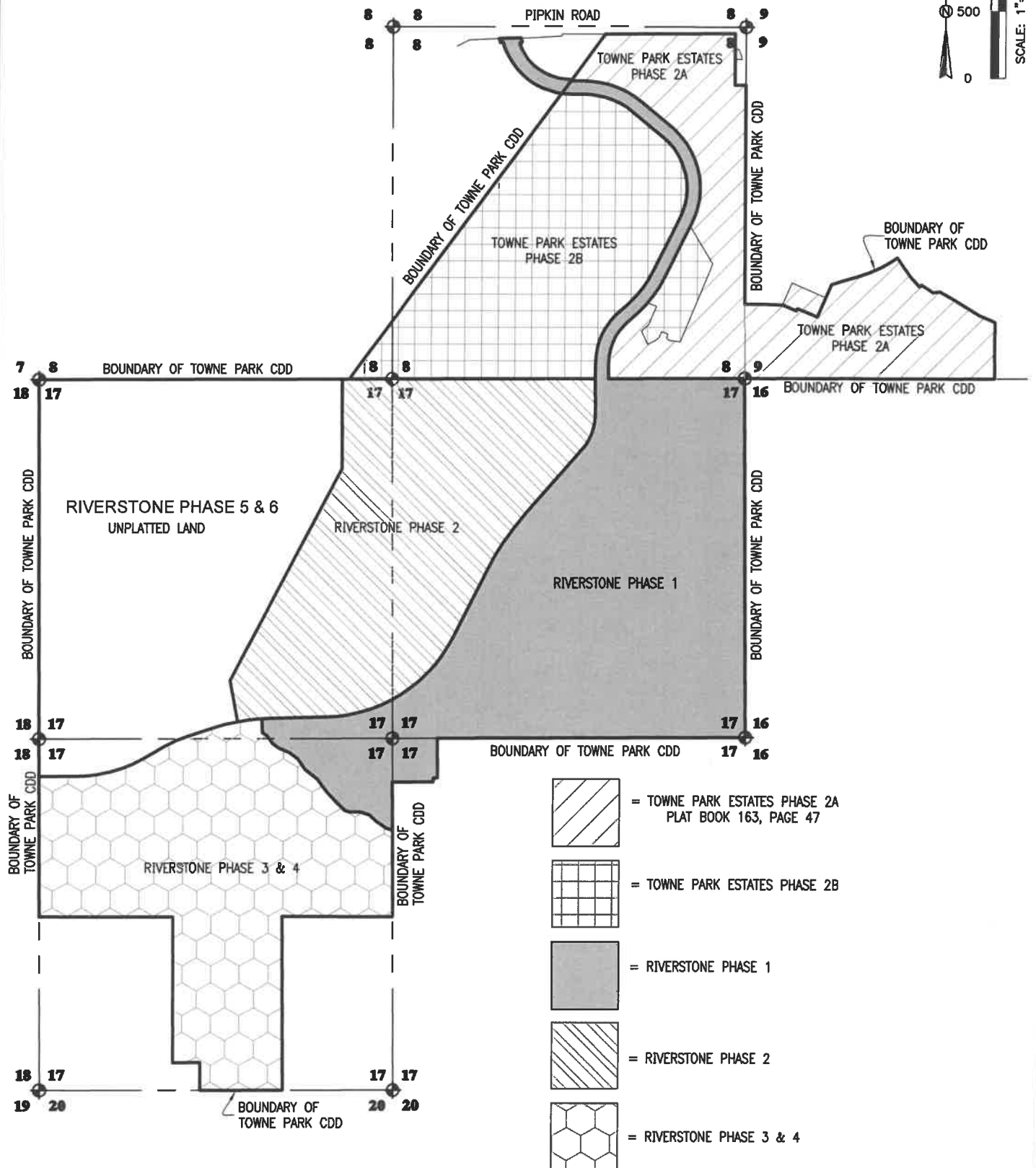
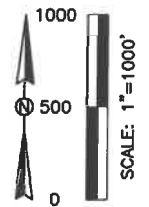
¹ Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 122.24 ACRES, MORE OR LESS.

EXHIBIT



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

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

TOWNE PARK CDD
CITY OF LAKELAND, POLK COUNTY, FLORIDA

SEC TWP RGE
8/9/17-29-23

JOB NUMBER
03550.0002

SCALE
AS SHOWN

DATE
05/22/2018

SHEET
1/1

SECTION D

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 3D PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA 3D PROJECT (“Assignment”) is made this ____ day of _____, 2020, 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 Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (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 3D”); and

WHEREAS, the District proposes to issue its \$_____ Towne Park Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 3D Project) (“Assessment Area 3D Bonds”), to finance certain improvements which will benefit all of Assessment Area 3D; and

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

WHEREAS, the Parties intend that Assessment Area 3D will be platted and fully developed into a total of 276 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 2020 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019, as supplemented by that *Supplemental Assessment Methodology Report, Series 2020 Bonds (Phase 3D – Riverstone Phases 5 & 6)* dated August 2020 (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 3D Bonds is described as “Phase 3D” or “Riverstone Phases 5 and 6” in the *Fifth Supplemental Engineer’s Report Phase 3D (Assessment Area 3D)* dated September 2019 (the “Engineer’s Report”), and is referred to as the “Assessment Area 3D Project”; and

WHEREAS, in the event of default in the payment of the Assessment Area 3D Assessments securing the Assessment Area 3D 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 3D Assessments*, dated _____, 2020), 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 *Sixth Supplemental Trust Indenture* dated as of ____ 1, 2020 (the “Sixth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area 3D Bonds are being issued, and the other Agreements being entered into by Developer concurrent herewith with respect to the Assessment Area 3D Bonds and the Assessment Area 3D 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 3D 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 3D Project, and Developer’s rights as declarant of any property owner

or homeowner association with respect to Assessment Area 3D 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 3D Assessments levied against the Assessment Area 3D 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 3D 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 3D 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 3D Project or the construction of improvements within Assessment Area 3D Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area 3D Project;
- (vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area 3D Project or the construction of improvements within Assessment Area 3D 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 3D 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 3D Assessments levied against the portion of Assessment Area 3D 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 3D 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 3D 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 3D Project shall subject any and all affiliates or successors-in-interest of Developer as to the Assessment Area 3D Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area 3D 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 3D 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 3D 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 3D 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 3D 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
Governmental Management Services, LLC,
219 East Livingston Street
Orlando, Florida 32801
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
Winter Haven, 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 3D 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 3D Bonds then outstanding with respect to amendments having a material effect on the District's ability to pay debt service on the Assessment Area 3D 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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren K. ("Rennie") Heath II, as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by D. Joel Adams as Chairperson for the Board of Supervisors of the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of the Assessment Area 3D

EXHIBIT A

Legal Description of Assessment Area 3D

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 122.24 ACRES, MORE OR LESS.

SECTION E

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

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND TO
IMPOSITION OF ASSESSMENT AREA 3D ASSESSMENTS**

HIGHLAND SUMNER, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property”), located within the boundaries of the Towne Park Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after November 3, 2014, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Commission of the City of Lakeland, Florida (“City”), relating to the creation of the District, contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 5476 enacted by the City on November 3, 2014, as amended by Ordinance No. 5766, enacted by City on April 1, 2019 (collectively, the “Ordinance”), were duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from November 3, 2014, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the special assessments (“Assessment Area 3D Assessments”) imposed by, but not limited to, Resolutions Nos. 2015-09, 2015-10, 2015-17, 2018-05, 2018-06, 2018-08, 2020-01, 2020-02, 2020-04, and 2020-___ (collectively, the “Assessment Resolutions”), have been duly adopted by the Board of Supervisors of the District (the “Board”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law (including but not limited to Executive Order 20-69, dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented), that the District has taken all action necessary to levy and impose the Assessment Area 3D Assessments, and the Assessment Area 3D Assessments are legal, valid and binding first liens upon the Property co-equal with the

lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Assessment Area 3D Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Assessment Area 3D Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area 3D Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area 3D Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Towne Park Community Development District Assessment Area 3D Bonds, Series 2020 (Assessment Area 3D Project), in the principal amount of \$_____ (the "Assessment Area 3D Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area 3D Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area 3D Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area 3D Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent Landowner fails to timely pay any Assessment Area 3D Assessments collected by mailed notice of the District, such unpaid Assessment Area 3D Assessments and future Assessment Area 3D Assessments 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; and (v) any and all rights to challenge the validity of: (a) Executive Order 20-69 dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented ("Executive Order") and (b) any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Assessment Area 3D Assessments or the Assessment Area 3D Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area 3D Assessments is available from the District Manager (Governmental Management Services-CF, LLC), 219 East Livingston Street, Orlando, FL 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND

THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

EFFECTIVE THIS ____ day of _____, 2020.

IN WITNESS WHEREOF, Landowner and the District have caused this Consent 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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren K. (“Rennie”) Heath II, as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

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

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND RUN THENCE ALONG THE NORTH BOUNDARY THEREOF N.89°51'22"E., A DISTANCE OF 2275.77 FEET; THENCE LEAVING SAID NORTH BOUNDARY S.00°08'47"E., A DISTANCE OF 678.06 FEET; THENCE S.27°34'03"W., A DISTANCE OF 1799.57 FEET; THENCE S.10°50'58"E., A DISTANCE OF 314.07 FEET; THENCE WESTERLY, 191.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 07°18'15" (CHORD BEARING S.75°29'30"W., 191.09 FEET); THENCE S.71°50'23"W., A DISTANCE OF 209.86 FEET; THENCE SOUTHWESTERLY, 285.52 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET AND A CENTRAL ANGLE OF 15°30'23" (CHORD BEARING S.64°05'11"W., 284.65 FEET); THENCE WESTERLY, 604.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 33°19'37" (CHORD BEARING S.72°59'48"W., 596.44 FEET); THENCE S.89°39'37"W., A DISTANCE OF 277.05 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST BOUNDARY N.00°20'13"W., A DISTANCE OF 282.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°18'51"W., A DISTANCE OF 1354.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST BOUNDARY THEREOF N.00°17'25"W., A DISTANCE OF 1353.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 122.24 ACRES, MORE OR LESS.

SECTION IX

PREPARED BY AND RETURN TO:

Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel IDs: 23-29-17-141622-009250 (Tract A); 23-29-17-141622-011430 (Tract B); 23-29-17-141622-013730 (Tract C); 23-29-17-141622-015620 (Tract D); 23-29-17-141622-017330 (Tract E); 23-29-17-141622-018570 (Tract F); 23-29-17-141622-013740 (Tract G); 23-29-17-141622-018580 (Tract H); 23-29-17-141622-013750 (Tract J); and 23-29-17-141622-009260 (Tract K)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____, 2020, by **RIVERSTONE, LLC**, a Florida limited liability company, with a mailing address of 2300 N. Scenic Hwy., ML 50, Lake Wales, Florida 33898 (hereinafter called the “Grantor”), in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described parcel of land, situate, lying and being in the County of Polk, State of Florida, to-wit:

Tracts A, B, C, D, E, F, G, H, J and K of Riverstone Phase 1, according to the Plat thereof as recorded in Plat Book 174, Pages 37-50, inclusive, of the Public Records of Polk County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

RIVERSTONE, LLC, a Florida limited
liability company

Witnesses:

By: AtlanticBlue Capital, LLC, f/k/a Atlantic
Property, LLC, a Florida liability company
Its: Manager

Print Name: _____

John D. Alexander, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____, 2020.

Signed, sealed and delivered
in the presence of:

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

Witnesses:

Name: _____

_____, Chairperson
Board of Supervisors

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____, as Chairperson of the Board of Supervisors for the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

PREPARED BY AND RETURN TO:
Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF _____
COUNTY OF _____

I, John D. Alexander ("Affiant"), on being duly sworn, state:

1. I am the Manager of AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company (collectively, the "Company").

2. The management of the Company is vested in Affiant.

3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.

4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the "Property") or any interests therein.

5. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Wynnmere West Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Exhibit A
LEGAL DESCRIPTION

Tracts A, B, C, D, E, F, G, H, J and K of Riverstone Phase 1, according to the Plat thereof as recorded in Plat Book 174, Pages 37-50, inclusive, of the Public Records of Polk County, Florida.

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, this day personally appeared John D. Alexander, (“Affiant”), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is President of Riverstone, LLC (the “**Seller**”), which Seller may be the owner of a United States real property interest (the “**Property**”).

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller’s address and United States taxpayer identifying number are as follows:

2300 N. Scenic Hwy., ML 50
Lake Wales, Florida 33898
Tax ID No.: _____

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Print Name: John D. Alexander

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

OWNER'S AFFIDAVIT

[illegible]

BEFORE ME, the undersigned authority, personally appeared John D. Alexander (“Affiant”) as Manager of AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company (collectively, the “Company”), with a mailing address of 2300 N. Scenic Hwy., ML 50, Lake Wales, Florida 33898, who after first being duly sworn deposes and states as follows:

That Affiant knows of his own knowledge that RIVERSTONE, LLC (“Owner”) which is the owner of the fee simple title in and to certain lands located in Polk County, Florida described as follows:

Tracts A, B, C, D, E, F, G, H, J and K of Riverstone Phase 1, according to the Plat thereof as recorded in Plat Book 174, Pages 37-50, inclusive, of the Public Records of Polk County, Florida.

That the above described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

DATED: _____, 2020

Signed, sealed and delivered
in the presence of:

RIVERSTONE, LLC, a Florida limited
liability company

Witnesses:

By: AtlanticBlue Capital, LLC, f/k/a Atlantic
Property, LLC, a Florida liability company
Its: Manager

Print Name: _____

John D. Alexander, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **RIVERSTONE, LLC**, a Florida limited liability corporation company, whose mailing address is 2300 N. Scenic Hwy., ML 50, Lake Wales, Florida 33898 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

See Exhibit A Attached.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

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:

RIVERSTONE, LLC, a Florida limited
liability company

Witnesses:

By: AtlanticBlue Capital, LLC, f/k/a Atlantic
Property, LLC, a Florida liability company
Its: Manager

Print Name: _____

John D. Alexander, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, formerly known as Atlantic Property Company, LLC, Manager of Riverstone, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Tracts A, B, C, D, E, F, G, H, J and K of Riverstone Phase 1, according to the Plat thereof as recorded in Plat Book 174, Pages 37-50, inclusive, of the Public Records of Polk County, Florida.

SECTION C

Towne Park CDD

Field Management Report



November 12, 2020

Clayton Smith

Field Services Manager

GMS

Completed

Preliminary Spray of New Ponds

- Part of the proposal to add additional ponds included a one-time preliminary treatment of those ponds.
- This treatment has been completed and ponds are starting to show signs.



In Process

Entrance Action Items



- ✚ Entrance on the west side of Medulla at Pipkin was restored.
- ✚ Annual change is needed. Pogonia is a likely option for going into the holidays.
- ✚ Entrance lighting meter to be set.

Tract G Maintenance

- ✚ Brush around sidewalk was cleared to be a little wider around sidewalk.
- ✚ Trail was opened, and all signage removed.
- ✚ Tract G abuts adjacent neighborhood. Working with lawyer and engineer regarding maintenance of mitigation edge.



In Process

Conveyance and Landscape Areas



- ✚ Performing inspections for areas to be turned over to the CDD.
- ✚ Areas require a final finish mow/brush clearing for better inspection results.
- ✚ Obtaining pricing.
- ✚ Ensured some areas not being maintained were maintained going forward.



Damage behind homes Arlington River

- ✚ Heavy rutting/grading issues behind homes on Arlington River.
- ✚ It has been stated it was caused by builder when sodding the lots.
- ✚ Working with builder to rectify.



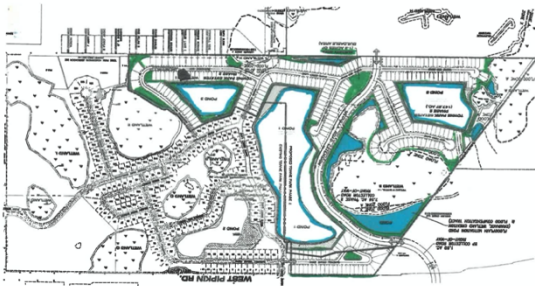
In Progress

Pool Shade Structures

- ✚ Shade Structure options supplied to board.
- ✚ All umbrellas are damaged. Need to replace some tables as well.
- ✚ Wind appears to be a factor.
- ✚ Cantilever options or cabanas.



Landscape Mapping and Contract



- ✚ Working with contractor to create updated and accurate site map for landscape coverage.
- ✚ Compiling all addendums and added areas into a single contract.

Other

City Work and other Site Items

- ✚ Utility project by the city near the amenity area.
- ✚ Monitoring to ensure the city repairs the area after completion.
- ✚ Sidewalk at Wood Thrush does not extend to the asphalt trail.
- ✚ Additional utility work at the amenity center.
- ✚ Many areas holding water around playground and in common areas.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1

Towne Park CDD Shade Options for Amenity Center

<u>Item Description</u>	<u>Option</u>	<u>Item Cost</u>	<u>Labor/install materials Cost</u>	<u>Estimated Total Cost</u>
Large 10x20 Over Hang	Optional 1 Recommended	\$5,012.00	\$2,300	\$7,312.00
10x10 Cantilever overhang Tables 42"	Optional atleast 2 recommended 2 needed	\$3,972.00 \$245 each + Shipping	1 x \$1900, 2 x \$3100 \$75 - Deliver/assemble/set up	1 x \$5872 2 x \$11,044 \$565 + Shipping
Umbrellas 9ft or 11ft	Options on amount	11ft - \$355 /9ft - \$290	NA	Varies
Umbrella Inground mount	Inground mount umbrellas	\$215	\$150	\$365 each + Shipping
Umbrella Weighted mount	Recommend atleast 150lbs each	\$458 per plate + shipping	\$100 - Deliver to site/set up	\$533 + Shipping

Recommended Options to Consider

<u>Description</u>	<u>Estimated Cost</u>	<u>Other</u>
1 Large Canopy, 2 tables, 2 9ft umbrellas, w/ weighted mounts	~\$9523.00	\$7877 no umbrellas
2 Cantilever overhangs, 2 Tables, No umbrellas	\$11,534.00	
2 11ft Umbrellas, inground mounted, 2 9ft umbrellas w/ weight 2 tables	\$3,651	
2 Tables, 2 Umbrellas, 2 table weights	~\$2261.00	





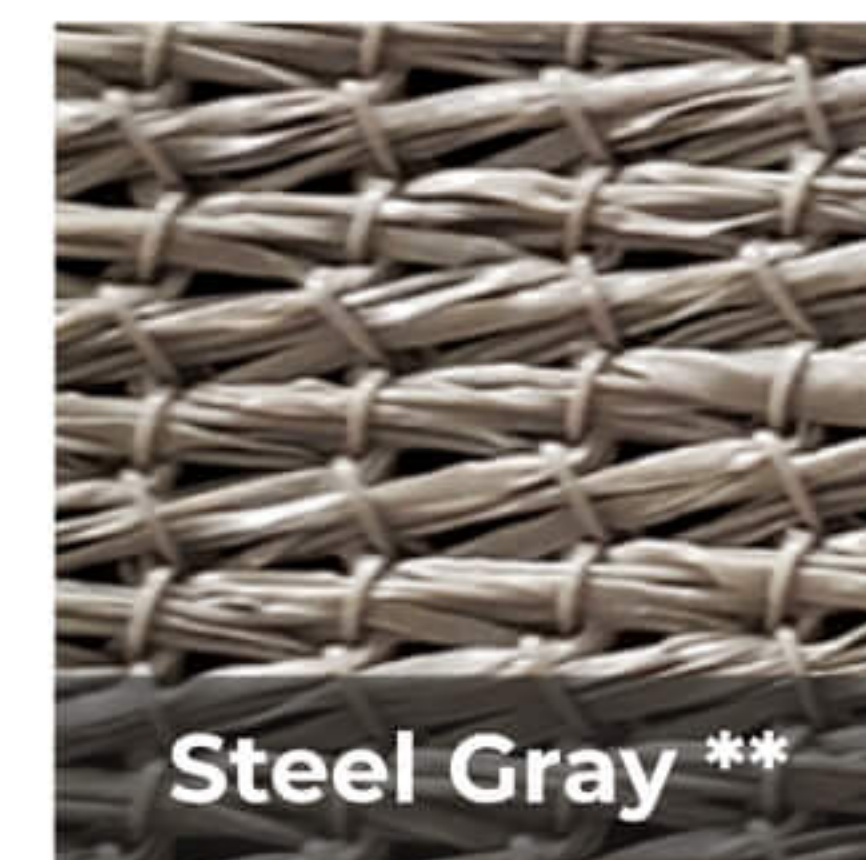
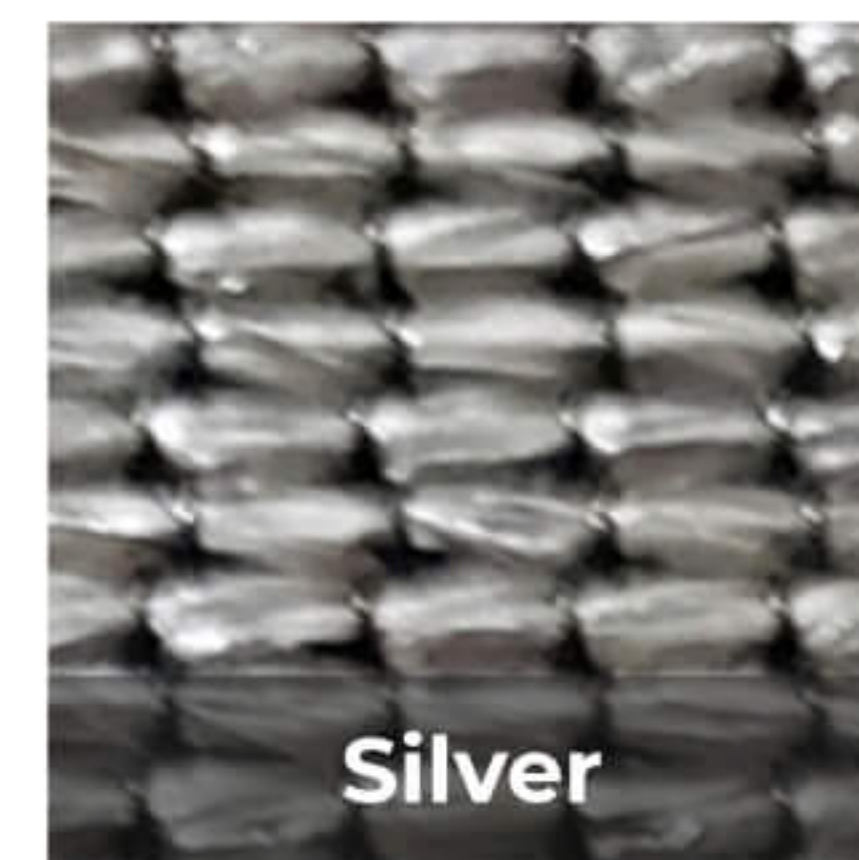
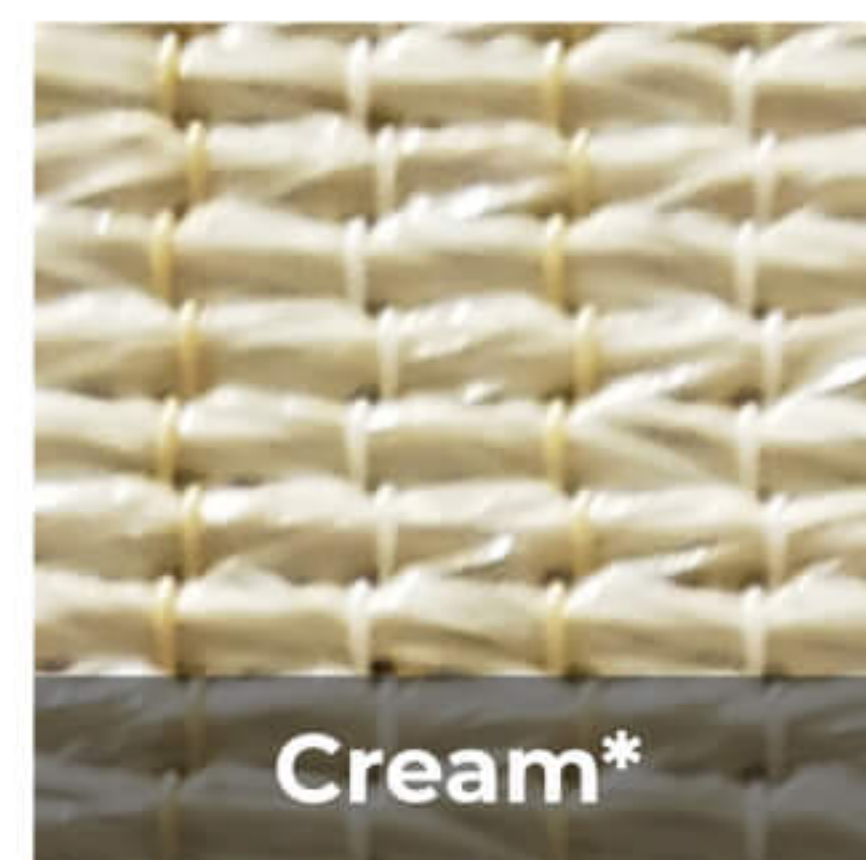
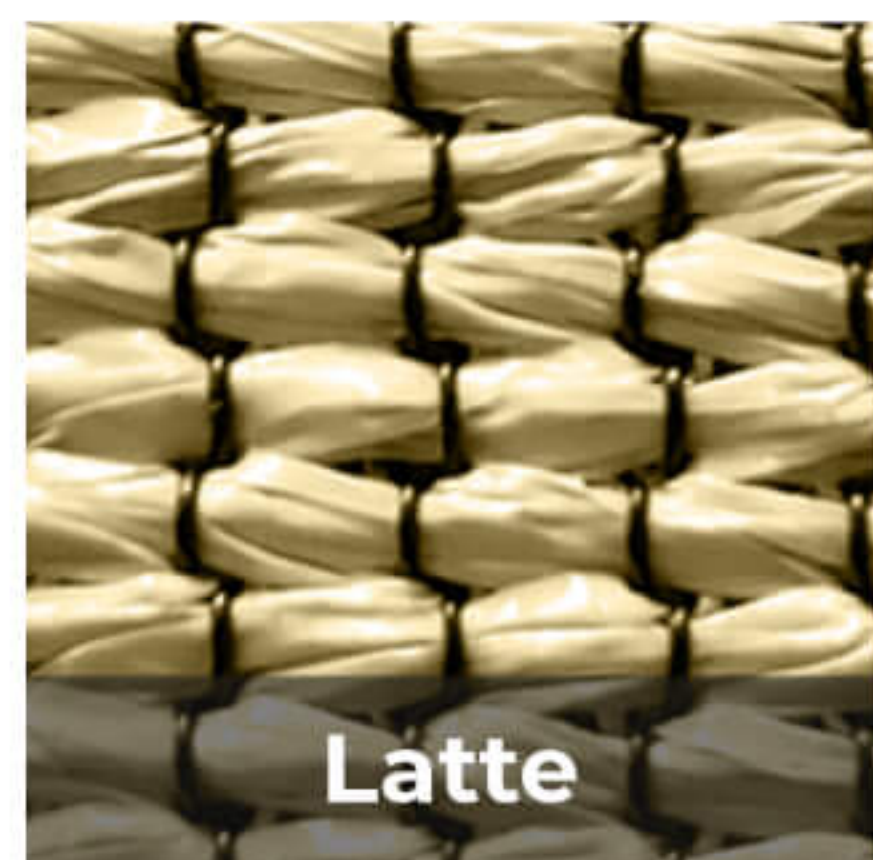
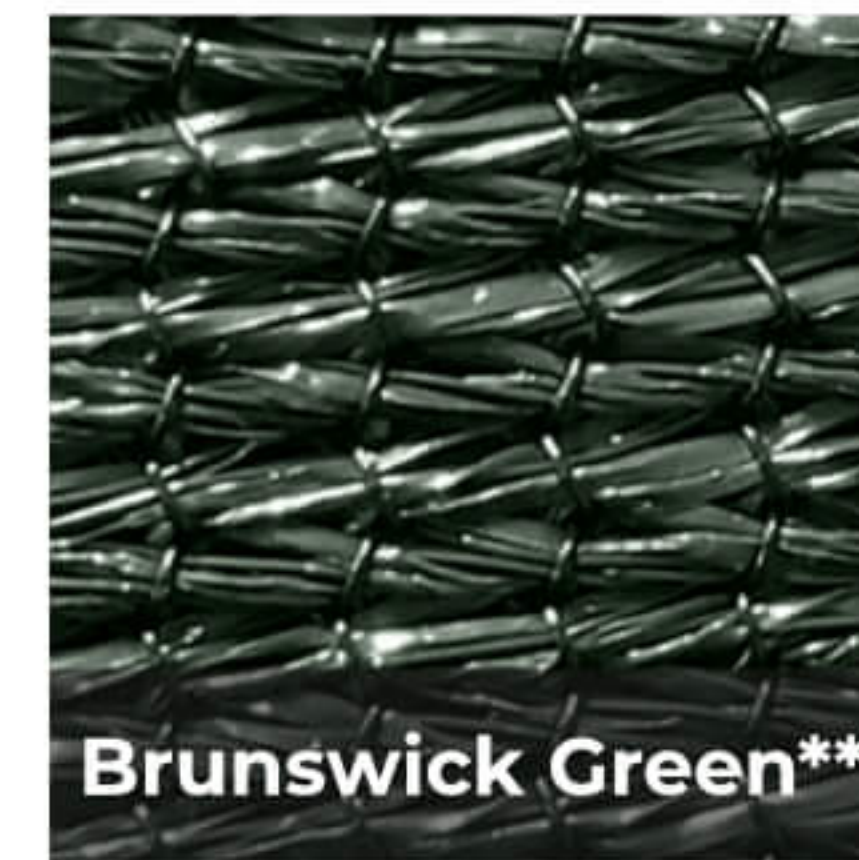
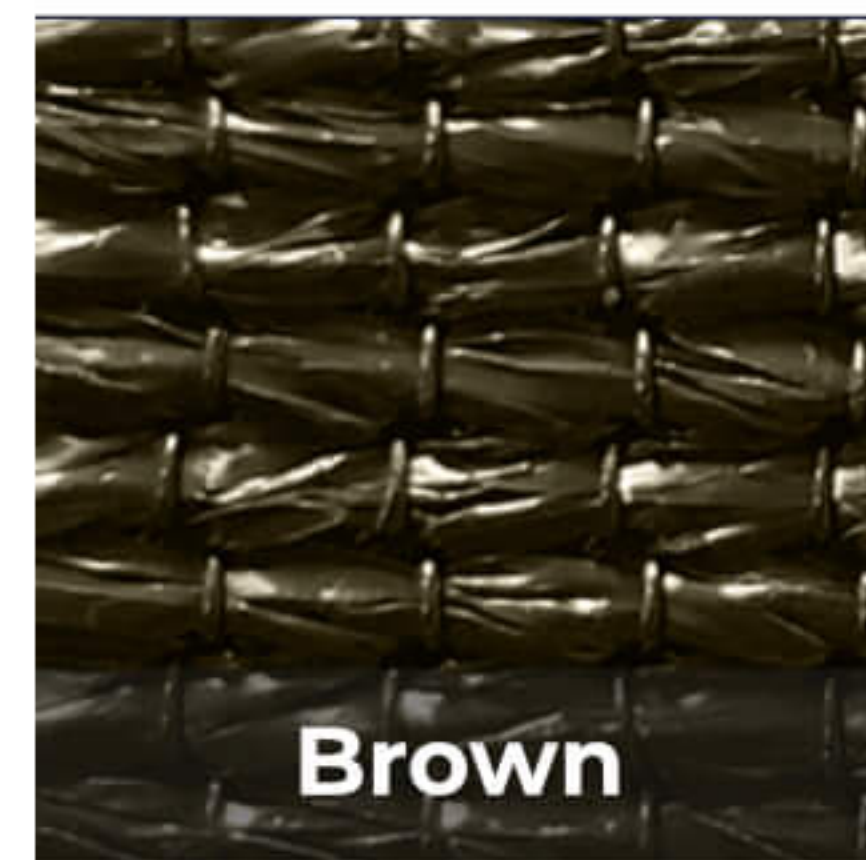
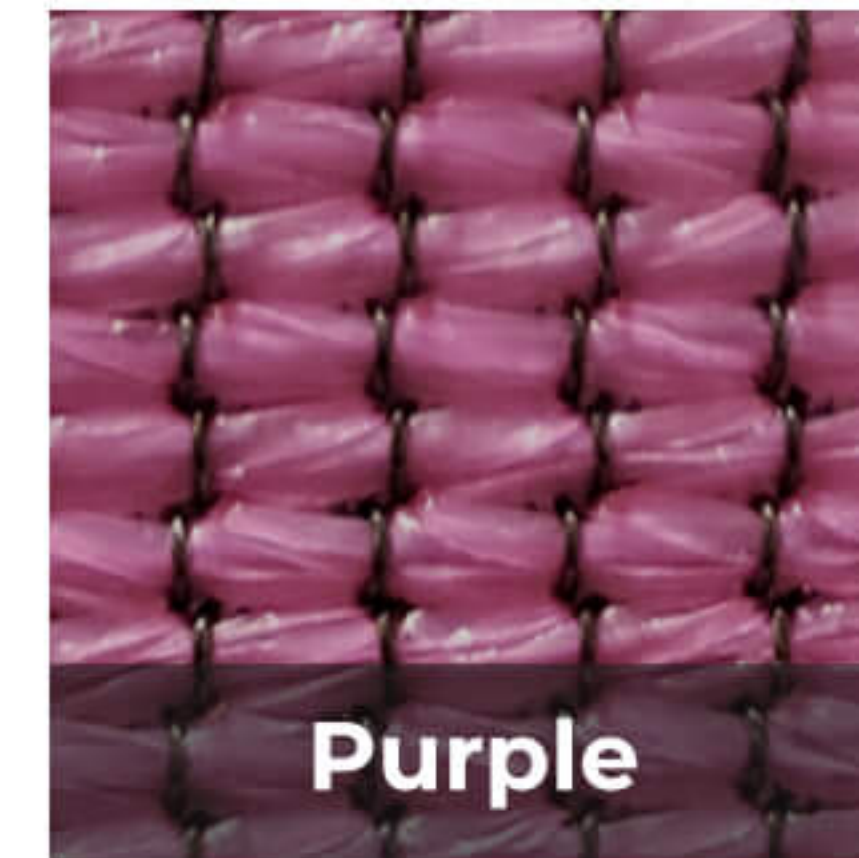
Shade Frame Powder Coated Options

Colors shown may vary due to display calibration. Contact our office to request a color sample.

 Red	 Orange	 Butterscotch	 Yellow	 Spring Green	 Patina	 Green
 Deep Green	 Ocean Blue	 Blue	 Deep Periwinkle	 Electric Purple	 Burgundy	 Brown
 Terracotta	 Iced Coffee	 Tan	 Black	 White	 Sage	 Patrician Bronze
 Rubbed Bronze	 Starry Night	 Textured Black	 Textured Bronze	 Feather Gray	 Iron Gray	

Alnet Canopy Color Options

Colors shown may vary due to display calibration. Contact our office to request a color sample.



* Not California Fire Marshal Certified.

** Not California Fire Marshal Certified. May not be used on a shade whose fabric spans larger than 2,000 square feet.

Please Note: Alnet Canopy Fabrics are recommended for shade use only. The material is water-resistant, but will only repels 80% of rain. The canopy has no snow load rating and should be taken down in before snowing conditions. For waterproof options, contact the professional at Furniture Leisure for a custom quote.

FURNITURE LEISURE INC

1.800.213.2401 | SALES@FURNITURELEISURE.COM

FurnitureLeisure.com
PicnicFurniture.com
ParkTables.com

PoolFurnitureSupply.com
PicnicTableSupplier.com
UBrace.com



42" Dining Table

Fiberglass table tops come standard in white, with your choice of aluminum base frame finish. Tops are available in additional colors for an up-charge, visit our fiberglass colors page to see options. Fiberglass tables are a great solution for both residential and commercial settings.

*This table is available with or without an umbrella hole. To add an umbrella hole place a "U" at the end of the product number.

Specifications

Product Number: KD4203F

Width: 42

Depth: 42

Height: 28

Weight: 49

Displayed: **MONTEREY #864FM-SR-PBA**
11'Octagon Frame - Pacific Blue 9 oz. Marine Grade Acrylic Fabric

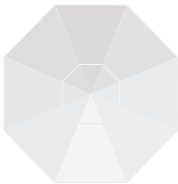
PULLEY LIFT



AVAILABLE FRAME SIZES

845FM: 7.5' OCTAGON

HEIGHT: 97" :A
CLEARANCE: 75" :B
UPPER POLE: 66" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 16lbs.



854FM: 9' OCTAGON

HEIGHT: 108" :A
CLEARANCE: 76" :B
UPPER POLE: 69" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 20 lbs.



864FM: 11'OCTAGON

HEIGHT: 108" :A
CLEARANCE: 83" :B
UPPER POLE: 77" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 22 lbs.



454FM-SQ: 6.5' SQUARE

HEIGHT: 100" :A
CLEARANCE: 87" :B
UPPER POLE: 69" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 15lbs.



464FM-SQ: 7.5'S SQUARE

HEIGHT: 108" :A
CLEARANCE: 86" :B
UPPER POLE: 77" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 18lbs.



AVAILABLE FRAME FINISHES



FEATURES



COMMERCIAL PULLEY SYSTEM



**HIGH IMPACT POLYMER JOINTS
AND .5" FIBERGLASS RIBS**



1.5" DIAMETER CENTER POLE

Smooth and effortless pulley system.

1/2" fiberglass ribs and struts for maximum strength and flexibility.

1.5" diameter center pole with a 1/8" aluminum wall thickness provides incredible strength and durability.

Stainless steel grommets attach the canopy securely to the frame.

Modular design.

Stainless steel hardware throughout.

HIGH IMPACT TPU COPOLYMER FINIALS



Standard: **CLASSIC BALL FINIAL**
Finial will match selected frame finish.



Optional: **VERTEX FINIAL**
Finial will match selected frame finish.

Displayed: **MONTEREY #864FMC-SR-PBA**
11'Octagon Frame - Pacific Blue 9 oz. Marine Grade Acrylic Fabric

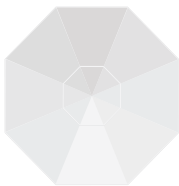
CRANK LIFT - NO TILT



AVAILABLE FRAME SIZES

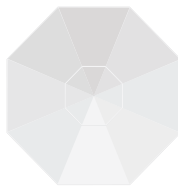
845FMC: 7.5' OCTAGON

HEIGHT: 97" :A
CLEARANCE: 75" :B
UPPER POLE: 66" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 17lbs.



854FMC: 9' OCTAGON

HEIGHT: 108" :A
CLEARANCE: 76" :B
UPPER POLE: 69" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 22 lbs.



864FMC: 11'OCTAGON

HEIGHT: 108" :A
CLEARANCE: 83" :B
UPPER POLE: 77" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 24 lbs.



454FMC-SQ: 6.5' SQUARE

HEIGHT: 100" :A
CLEARANCE: 87" :B
UPPER POLE: 69" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 18 lbs.



464FMC-SQ: 7.5'S SQUARE

HEIGHT: 108" :A
CLEARANCE: 86" :B
UPPER POLE: 77" :C
LOWER POLE: 37" :D
MAST DIAMETER: 1.5"
WEIGHT: 21lbs.



AVAILABLE FRAME FINISHES



FEATURES



**COMMERCIAL
CRANK SYSTEM**



**HIGH IMPACT POLYMER JOINTS
AND .5" FIBERGLASS RIBS**



1.5" DIAMETER CENTER POLE

316 cast solid stainless steel crank handle and axle.

1/2" fiberglass ribs and struts for maximum strength and flexibility.

1.5" diameter center pole with a 1/8" aluminum wall thickness provides incredible strength and durability.

Stainless steel grommets attach the canopy securely to the frame.

Modular design.

Stainless steel hardware throughout.

HIGH IMPACT TPU COPOLYMER FINIALS



Standard: **CLASSIC BALL FINIAL**
Finial will match selected frame finish.



Optional: **VERTEX FINIAL**
Finial will match selected frame finish.

Displayed: **MONTEREY #864FMA-SR-PBA**
11'Octagon Frame - Pacific Blue 9 oz. Marine Grade Acrylic Fabric

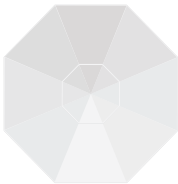
CRANK LIFT - AUTO TILT



AVAILABLE FRAME SIZES

845FMA: 7.5' OCTAGON

- HEIGHT: 97" :A
- CLEARANCE: 75" :B
- UPPER POLE: 66" :C
- LOWER POLE: 37" :D
- MAST DIAMETER: 1.5"
- WEIGHT: 19lbs.



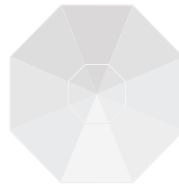
854FMA: 9' OCTAGON

- HEIGHT: 108" :A
- CLEARANCE: 76" :B
- UPPER POLE: 69" :C
- LOWER POLE: 37" :D
- MAST DIAMETER: 1.5"
- WEIGHT: 24 lbs.



864FMA: 11'OCTAGON

- HEIGHT: 108" :A
- CLEARANCE: 83" :B
- UPPER POLE: 77" :C
- LOWER POLE: 37" :D
- MAST DIAMETER: 1.5"
- WEIGHT: 27 lbs.



454FMA-SQ: 6.5' SQUARE

- HEIGHT: 100" :A
- CLEARANCE: 87" :B
- UPPER POLE: 69" :C
- LOWER POLE: 37" :D
- MAST DIAMETER: 1.5"
- WEIGHT: 20 lbs.



464FMA-SQ: 7.5' SQUARE

- HEIGHT: 108" :A
- CLEARANCE: 86" :B
- UPPER POLE: 77" :C
- LOWER POLE: 37" :D
- MAST DIAMETER: 1.5"
- WEIGHT: 23 lbs.



Umbrella Weight Tolerances +/- 5 lbs. Actual Canopy Size +/- 5" Canopy size fluctuates based on the angle and tautness of the fabric.

AVAILABLE FRAME FINISHES



FEATURES



**COMMERCIAL
CRANK AND AUTO TILT**



**HIGH IMPACT POLYMER JOINTS
AND .5" FIBERGLASS RIBS**



1.5" DIAMETER CENTER POLE

316 cast solid stainless steel crank handle and axle.

1/2" fiberglass ribs and struts for maximum strength and flexibility.

1.5" diameter center pole with a 1/8" aluminum wall thickness provides incredible strength and durability.

Stainless steel grommets attach the canopy securely to the frame.

Modular design.

Stainless steel hardware throughout.

HIGH IMPACT TPU COPOLYMER FINIALS



Standard: **CLASSIC BALL FINIAL**
Finial will match selected frame finish.



Optional: **VERTEX FINIAL**
Finial will match selected frame finish.



SECTION 2



734 South Combee Road | (863) 668-0494 Phone
Lakeland, Florida 33804 | (863) 668-0495 Fax
www.floralawn.com

November 6, 2020

PROPOSAL SUBMITTED TO:

Towne Park CDD

Att: Clayton Smith

Email: csmith@gmscfl.com

FLORALAWN PROPOSES TO PERFORM THE FOLLOWING:

- **Furnish & Install 950 Annuals at entrance.**
- **Furnish & Install 1 yrd of Potting mix.**
- **All debris to be removed from site**
- **SPECIAL INSTRUCTIONS/REMARKS** *Floralawn, Inc. is not responsible for any damage to driveways or walks that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.*

We hereby propose to furnish labor and materials, complete in accordance with the above Specifications for the sum of: **One Thousand Nine Hundred Sixty Five Dollars & 00/100 (\$1,965.00)** with payments to be made as follows: **Upon completion.**

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature *Damon Smith*

The above prices, specifications and conditions are hereby accepted. Floralawn, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date _____

Signature _____

SECTION 3



TO: Towne Park CDD Lakeland, FL 33811	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<u>Town Park CDD CDD</u> – “No Overnight Parking Sign” ➤ Obtain and deliver signs to site. Install sign as needed.	

Qty	Description	Unit Price	Line Total
1	Labor, Delivery, Mobilization and Install Materials		\$75.00
1	“No Overnight Parking” Signage materials		\$112.75
	12x18 Engineering grade reflective aluminum		
Total Due:			\$187.75

All proposals are valid for 30 days from date of completion.

Thank You!

Client: _____

Sign Example:



SECTION D

SECTION 1



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 ■ Fax (813) 634-1733

Material CO

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At</u>
To: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	Riverstone Phase 3 & 4 Lakeland, FL (QGS Job #19-7209)
Date: October 6, 2020	Deductive Material CO No.: 39

We hereby provide the following for Owner Direct Material Purchases:

1) Ferguson – Per Invoice Attached.....\$2,038.00

Total Material CO.....\$2,038.00

*Credit Memo #CM107004-2.

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: N/A

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: Warren K Heath
1E4F1D1B988E4EF...
Owner or Representative

Date: 10/14/2020

Signature: Jorgi Sush
QGS Development, Inc.

Date: October 6, 2020


 DS
 WkH

1

QGS Development, Inc.
 1450 S. Park Road, Plant City, FL 33566
 (813) 634-3326 ■ Fax (813) 634-1733

Material CO

Proposal Submitted To:	Work To Be Performed At
To: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	Riverstone Phase 3 & 4 Lakeland, FL (QGS Job #19-7209)
Date: October 23, 2020	Deductive Material CO No.: 40

We hereby provide the following for Owner Direct Material Purchases:

1) Ferguson – Per Invoice Attached.....\$365.69
 Total Material CO.....\$365.69

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: N/A

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: [Signature]
 Owner or Representative

Date: 10-25-2020

Signature: [Signature]
 QGS Development, Inc.

Date: October 23, 2020