

*Astoria*  
*Community Development District*

*Meeting Agenda*

*September 9, 2020*

# AGENDA



# *Astoria*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

September 2, 2020

**Board of Supervisors  
Astoria  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Astoria Community Development District** will be held **Wednesday, September 9, 2020 at 1:00 PM via Zoom Teleconference.**

**Zoom Video Link:** <https://zoom.us/j/94432368682>

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

**Meeting ID:** 944 3236 8682

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the August 12, 2020 Board of Supervisors Meeting
4. Consideration of Supplemental Assessment Report, Assessment Area One Bonds
5. Consideration of Resolution 2020-42 Supplemental Assessment Resolution (Series 2020, Assessment Area 1)
  - A. Consideration of Notice of Imposition of Assessment (Series 2020, Assessment Area 1)
6. Consideration of Series 2020 Developer Agreements (Assessment Area 1)
  - A. Completion Agreement
  - B. Acquisition Agreement
  - C. True-Up Agreement
  - D. Collateral Assignment Agreement
  - E. Declaration of Consent to Jurisdiction and Imposition of Special Assessments

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<sup>1</sup> Comments will be limited to three (3) minutes

7. Ratification of the Construction Agreement
8. Appointment of Audit Committee and Chairman
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the Approval of Minutes of the August 12, 2020 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Supplemental Assessment Report, Assessment Area One Bonds. A copy of the report is enclosed for your review.

The fifth order of business is the Consideration of Resolution 2020-42 Supplemental Assessment Resolution (Series 2020, Assessment Area 1). Section A is the Consideration of Notice of Imposition of Assessment (Series 2020, Assessment Area 1). A copy of the resolution and notice are enclosed for your review.

The sixth order of business is the Consideration of Series 2020 Developer Agreements (Assessment Area 1). Section A is the Compelition Agreement, Section B is the Acquisition Agreement, Section C is the True-Up Agreement, Section D is the Collateral Assignment Agreement, and Section E is the Declaration of Consent to Jurisdiction and Imposition of

Special Assessments. A copy of all agreements and the declaration are enclosed for your review.

The seventh order of business is the Ratification of the Construction Agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the Appointment of Audit Committee and Chairman.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Approval of the Check Register and Sub-Section 2 is the Balance Sheet and Income Statement, both are enclosed for your review.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals and Selection Criteria, and the Notice of RFP for Auditing Services. Enclosed for your review are copies of the RFP, selection criteria, and RFP notice.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns  
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

# BOS Meeting

# MINUTES

**MINUTES OF MEETING  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Astonia Community Development District was held Wednesday, **August 12, 2020** at 1:05 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Reggie Baxter	Chairman
Brian Walsh	Vice Chairman
Brent Elliott	Assistant Secretary
Halsey Carson	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams
Roy Van Wyk	Hopping Green & Sams
Dennis Wood	Wood & Associates Engineering
Bob Gang	Greenberg Traurig
Ashton Bligh	Greenberg Traurig

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Supervisors were present via Zoom, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present for the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 21, 2020  
Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments or corrections to these minutes. Ms. Burns noted that there were a few clean up comments from Counsel that were emailed, the updated version of the minutes in the agenda includes the changes.

On MOTION by Mr. Baxter, seconded by Mr. Walsh, with all in favor, the Minutes of the May 21, 2020 Board of Supervisors Meeting, were approved.
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**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2020-39  
Delegation Resolution**

Ms. Bligh stated that Resolution 2020-39 was contemplated when they originally did the resolution. The original bond resolution authorized a not-to-exceed of \$16.75 million and they have since authorized an additional \$6.75 million for a total not-to-exceed amount of \$23.5 million in authorized bonds. Ms. Bligh noted for the record that they will be editing a “Whereas” clause to reflect the acceptance of the Supplemental Methodology Report for Phase 1. She noted that they will send the updated resolution to GMS for the District’s records.

Ms. Bligh noted that the resolution contains documents as exhibits to sell one series of bonds which will be the Assessment Area 1 Bond. It includes forms of the First Supplemental Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum, Rule 15c2-12 Certificate, and the Continuing Disclosure Agreement, which identifies material events that have to be noticed on EMMA, should they occur post-closing. Section 4 states that Florida requires certain findings so you don’t have to do a public offering of bonds. Due to the complexity of the financing, sales have been negotiated in the best interest of the District. The underwriter can assist in obtaining the most attractive financing. The Assessment Area 1 bonds will be issued only to an accredited investor. The District will not be adversely affected if the Assessment Area 1 Bonds are not sold via competitive sale. Section 5 includes the parameters that the Assessment Area 1 bonds will be subject to optional redemption no later than November 1, 2035. It also explains the interest rate shall not exceed an average net interest cost rate, and it shows the calculation of such. The aggregate principal amount of the Assessment Area 1 bond shall not exceed \$5 million. The Assessment Area 1 bonds shall have a final maturity not later than the maximum term allowed by Florida law. The price at which the Assessment Area 1 bonds will be sold shall not be less than 98% of the aggregate phase amount of the bonds.

On MOTION by Mr. Baxter, seconded by Mr. Walsh, with all in favor, Resolution 2020-39 Delegation Resolution as amended, was approved.
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**FIFTH ORDER OF BUSINESS****Consideration of Supplemental Engineer's Report – ADDED**

Mr. Wood noted the change made for the Supplemental Report. They originally had 1 Phase and they broke it up into 3 Phases. The numbers changed for each phase due to that. There are now 191 lots in Phase 1 totaling \$5,080,000. Phase 2 has 306 lots totaling \$8,150,000. Phase 3 has 184 lots totaling \$4,370,000. The total number of lots in the subdivision is 681. Additionally on Exhibit 7 they added a breakdown for the 40' and 50' lots for each of the phases noted in sub notes 10, 11, 12, and 13. Those footnotes are identified underneath the phases in each one to give breakdown of the lots splits between 40' and 50'. Other than that, there were no changes to the report.

Mr. Baxter noted that would only be doing Phase 1 and 2. Phase 2 and 3 will be built at the same time. Ms. Rigoni noted that they are approving it in substantial form and any minor comments can be made before they adopt the final version.

On MOTION by Mr. Walsh, seconded by Mr. Baxter, with all in favor, the Supplemental Engineer's Report, in substantial form, was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Supplemental Assessment Methodology – ADDED**

Ms. Burns noted the Supplemental Assessment Methodology for Phase 1 takes the costs that Dennis just outlined for Phase 1 and allocates them to the parcels. Table 1 shows a breakdown of the number of lots with 73 40' lots and 118 50' lots for a total of 191 lots in Phase 1. These are assigned an ERU that is listed as well. Table 2 outlines the cost for Phase 1 that matches the Engineer's Report. Table 3 shows the bond sizing. Table 4 shows the improvement costs per unit. Table 5 shows the breakdown of the par debt; for the single family 40' lots at \$17,302 and for the single family 50' lots it is \$21,627. Table 6 shows the breakdown of the net and gross annual debt for each product type. The debt assessment on the 40' lot is \$1,000 annually and debt assessment on the single family 50' lot is \$1,250. Table 7 outlines the tax roll for Phase 1 which shows two parcels listed bought by Ernie Caldwell Properties, LLC.



On MOTION by Mr. Baxter, seconded by Mr. Walsh, with all in favor, the Supplemental Assessment Methodology, in substantial form, was approved.

**SEVENTH ORDER OF BUSINESS****Public Hearing****A. Public Hearing on the Adoption of Fiscal Year 2021 Budget**

Ms. Burns noted the public hearing advertisement was published in the paper previously, and she asked for a motion to open the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Baxter, with all in favor, Opening the Public Hearing, was approved.

**i. Consideration of Resolution 2020-40 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds**

Ms. Burns noted there were no members of the public present. This resolution was in the package and the budget was attached to the resolution for review. The budget will be developer funding and they are not levying an O&M assessment for this year. The estimates for the budget line item budgets are included. The expenses will only be billed as incurred. The total amount for the budget for Fiscal Year 2021 is \$154,915. The budget does have some field services included for operation and maintenance as they anticipate those to come online toward the end of the upcoming fiscal year. The Board had no questions on the resolution.

On MOTION by Mr. Baxter, seconded by Mr. Walsh, with all in favor, the Resolution 2020-40 Adoption of the District's Fiscal year 2021 Budget and Appropriating Funds, was approved.

**i. Consideration of Developer Funding Agreement**

Ms. Burns noted that since they are not levying an O&M Assessment, they will enter into a Funding Agreement with Ernie Caldwell Properties, LLC, and they will agree to fund the operations for the District for the upcoming fiscal year.

On MOTION by Mr. Elliot, seconded by Mr. Carson, with all in favor, the Developer Funding Agreement with Ernie Coldwell Properties, LLC., was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Carson, with all in favor, Closing the Public Hearing, was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-41  
Designation of Regular Monthly Meeting  
Date, Time, and Location for Fiscal Year  
2021**

Ms. Burns reviewed the schedule in the package, it keeps the current schedule the same which is the second Wednesday of each month at 1:00 p.m. When the Board returns to in-person meetings the location listed will be Reggie's office, 4900 Dundee Road, Winter Haven, FL 33884.

On MOTION by Mr. Walsh, seconded by Mr. Carson, with all in favor, Resolution 2020-41 Designating the Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021 as 4900 Dundee Road, Winter Haven, FL 33884, was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Uniform Collection  
Agreement with Polk County Tax  
Collector**

Ms. Burns noted they were not going online this year, but this will allow them to have all the agreements in line so when they are ready to levy an O&M Assessment it all will be in place. This does not obligate the Board to use the roll this year.

On MOTION by Mr. Walsh, seconded by Mr. Carson, with all in favor, the Uniform Collection Agreement with Polk County Tax Collector, was approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns noted that the check register was through August 4<sup>th</sup> and the total is \$1,313.68

On MOTION by Mr. Walsh, seconded by Mr. Carson, with all in favor, the Check Register for \$1,313.68, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated the financials were in the package for review and asked if there were any questions. She also stated there was no action that needed to be taken.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY - PHASE 1  
  
FOR  
  
ASTONIA  
  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: September 3, 2020**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 East Livingston St.  
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Astoria Community  
Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to  
provide such services as described in Section 15B of the  
Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC  
does not provide the Astoria Community Development District with financial  
advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Astonia Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$3,830,000 of tax exempt bonds (the “Bonds”) for the purpose of financing certain Phase 1 Assessment Area infrastructure improvements (“Capital Improvement Plan”) within Phase 1 Assessment Area of the District more specifically described as Phase 1 in the Engineer’s Report dated May 14, 2020 prepared by Wood & Associates Engineering, LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Phase 1 Assessment Area Capital Improvement Plan that benefit property within the Phase 1 Assessment Area the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Master Assessment Methodology, dated February 13, 2020. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the Phase 1 Assessment Area of the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within Phase 1 Assessment Area of the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 159.93 acres in Polk County, Florida. Phase 1 consists of 61.15 acres. The development program for Phase 1 of the District the District currently envisions approximately 191 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreational facilities. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of Phase 1 of the District to be developed. Without the District's Phase 1 Capital Improvement Plan, there would be no infrastructure to support development of land within Phase 1 of the District. Without these improvements, development of the property within Phase 1 of the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Phase 1 of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Phase 1 Capital Improvement Plan, which is designed solely to meet the needs of property within the Phase 1 Assessment Area District. Properties outside of the Phase 1 Assessment Area of District boundaries do not depend upon the District's Phase 1 Capital Improvement



Plan. The property owners within Phase 1 of the District are therefore receiving special benefits not received by those outside the District's boundaries.

#### **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

#### **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within Phase 1 of the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 1 Assessment Area Capital Improvement Plan that is necessary to support full development of property within Phase 1 of the District will cost approximately \$5,080,000. The District's Underwriter projects that financing costs required to fund the Phase 1 Assessment Area Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest is \$3,830,000. Without the Phase 1 Capital Improvement Plan, the property within Phase 1 of the District would not be able to be developed and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District has issued \$3,830,000 in Bonds in one or more series to fund the District's entire Phase 1 Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$3,830,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 1 Capital Improvement Plan needed to support the development, which construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are

estimated to cost \$5,080,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$3,830,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for Phase 1 of the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres equally within Phase 1 Assessment Area of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 1 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Phase 1 of the District are benefiting equally from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreational facilities and professional fees along with related incidental costs. There are two product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"), with single family 40' being set at .8 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from

the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Phase 1 Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreation facilities. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Phase 1 Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Phase 1 Capital Improvement Plan have been apportioned to the property within Phase 1 of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Phase 1 of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase 1 Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within Phase 1 of the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty

on any acre of land in the Phase 1 Assessment Area of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	73	0.80	58
Single Family - 50'	118	1.00	118
Total Units	191		176

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

<b>TABLE 2</b> <b>ASTONIA COMMUNITY DEVELOPMENT DISTRICT</b> <b>CAPITAL IMPROVEMENT PLAN COST ESTIMATES</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1</b>	
Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 650,000
Stormwater Management	\$ 1,350,000
Utilities (Water, Sewer, & Street Lighting)	\$ 1,320,000
Roadway	\$ 790,000
Entry Feature	\$ 310,000
Parks and Recreation	\$ 450,000
Contingencies	\$ 210,000
	\$ 5,080,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated May 14, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 3,201,390
Debt Service Reserve	\$ 220,403
Capitalized Interest	\$ 88,446
Underwriters Discount	\$ 76,600
Cost of Issuance	\$ 208,792
Issue Discount	\$ 34,368
<b>Par Amount*</b>	<b>\$ 3,830,000</b>

<b>Bond Assumptions:</b>	
Average Coupon Rate	3.95%
Amortization	30 years
Capitalized Interest	6 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds



TABLE 4

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS

SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	73	0.8	58	33.11%	\$ 1,681,814	\$ 23,039
Single Family - 50'	118	1.00	118	66.89%	\$ 3,398,186	\$ 28,798
Totals	191		176	100.00%	\$ 5,080,000	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family - 40'	73	\$	1,681,814	\$	1,267,982	\$ 17,370
Single Family - 50'	118	\$	3,398,186	\$	2,562,018	\$ 21,712
Totals	191	\$	5,080,000	\$	3,830,000	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	73	\$ 1,267,982	\$ 17,370	\$ 72,968	\$ 1,000	\$ 1,075
Single Family - 50'	118	\$ 2,562,018	\$ 21,712	\$ 147,435	\$ 1,249	\$ 1,343
Totals	191	\$ 3,830,000		\$ 220,403		

(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

TABLE 7  
 ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
 PRELIMINARY ASSESSMENT ROLL  
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Ernie Caldwell Properties LLC	<b>See attached legal</b>	50.10	\$ 76,447	\$ 3,830,000	\$ 220,403	\$ 236,993
<b>Totals</b>		50.10		\$ 3,830,000	\$ 220,403	\$ 236,993

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	3.95%
Maximum Annual Debt Service	\$220,403

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

## LEGAL DESCRIPTION (SUBJECT PARCEL)

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET;

(LEGAL DESCRIPTION CONTINUES ON SHEET 2 OF 7)

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(LINE - CURVE TABLE, SURVEYORS NOTES AND LEGEND ON SHEETS 6 AND 7)

SKETCH OF DESCRIPTION FOR ERNIE CALDWELL PROPERTIES, LLC		DATE OF DRAWING: 26 AUG 2020	
<b>SURVEYOR'S CERTIFICATION</b> I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.  JEFFREY D. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610		MANAGER: JDH	CADD: TQ
		PROJECT NUMBER: 975-20009	
		FIELD BOOK NUMBER: N/A	
		LAST FIELD WORK: N/A	
		CREW CHIEF(S):	
		COMPUTER FILE: 975009PH1SD.DWG	
		SCALE: 1" = 200'	SHEET 1 OF 7

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

(CONTINUED FROM SHEET 1 OF 7)

### LEGAL DESCRIPTION

(SUBJECT PARCEL)

21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
(SEE SHEET 1 OF 7)

(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)

 <b>LEADING EDGE LAND SERVICES INCORPORATED</b> 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	<b>SKETCH OF DESCRIPTION</b> FOR <b>ERNIE CALDWELL PROPERTIES, LLC</b>	DATE OF DRAWING: 26 AUG 2020	
	<b>THIS IS NOT A SURVEY</b>	MANAGER: JDH	CADD: TQ
PROJECT NUMBER: 975-20009			
FIELD BOOK NUMBER: N/A			
LAST FIELD WORK: N/A			
CREW CHIEF(S):			
COMPUTER FILE: 975009PH1SD.DWG			
SCALE: 1" = 200'		SHEET 2 OF 7	

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

NORTH LINE - NW 1/4 - NW 1/4 -  
SECTION 22, T26S, R27E  
N89°40'16"E 1316.79' - (BASIS OF BEARINGS)

LANDS OF  
POLK COUNTY  
O.R. 8975, PG. 661

LANDS OF  
ERNIE CALDWELL PROPERTIES, LLC  
O.R. 11083, PG. 516

## P.O.C.

NW CORNER - NW 1/4  
SECTION 22, T26S, R27E  
SUBJECT PARCEL  
AND LESS OUT AREA

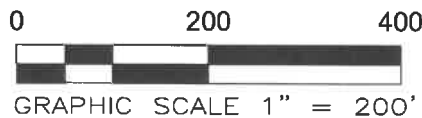
LANDS OF  
POLK COUNTY  
O.R. 7773, PG. 2162

LANDS OF  
WUSF 3 RIDGEWOOD LAKES, LLC  
WALTON ACQUISITIONS FL, LLC  
O.R. 8944, PG. 657  
O.R. 9021, PG. 661

## P.O.B.

SUBJECT PARCEL

SUBJECT PARCEL  
ASTONIA PHASE 1  
(50.107 ACRES)  
ERNIE CALDWELL  
PROPERTIES, LLC  
PARCEL#  
27-26-22-000000-031050  
O.R. 11083, PG. 516

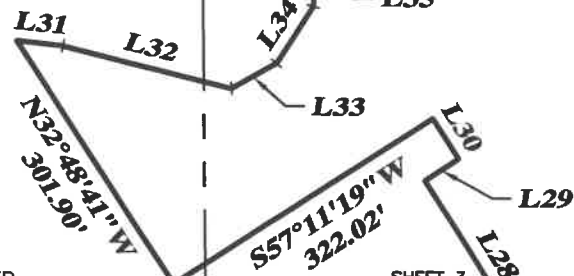


(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
(SEE SHEET 1 OF 7)

LANDS OF  
ERNIE CALDWELL  
PROPERTIES, LLC  
O.R. 11083, PG. 516



SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200'

SHEET 3 OF 7

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730

FAX: (407) 351-9691

WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

LANDS OF  
ERNIE CALDWELL PROPERTIES, LLC  
O.R. 11083, PG. 516

(LINE — CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)



THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON



SHEET 3  
SHEET 4

MATCHLINE

MATCHLINE

SHEET 3  
SHEET 4

PC **L1**  
**N89°38'14"E**  
**708.93'**

STANDARD SAND  
& SILICA CO  
O.R. 3279, PG. 1913

C1

**N57°11'19"E**  
**285.23'**

NT

**S57°11'19"W**  
**285.23'**

STANDARD SAND  
& SILICA CO  
O.R. 3279, PG. 1913

C3

**S00°34'03"E**  
**1121.69'**

NT

LANDS OF  
STANDARD SAND  
& SILICA COMPANY  
O.R. 3279, PG. 1913

EAST LINE — NW 1/4 —  
SECTION 22, T26S, R27E

MATCHLINE

SHEET 4

SHEET 5

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)



**LEADING EDGE  
LAND SERVICES  
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FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200' SHEET 4 OF 7



## 22

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

### CURVE TABLE (SUBJECT PARCEL)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1385.00'	28°43'45"	S16°22'40"E	687.21'	694.46'
C2	1100.00'	5°12'38"	S32°48'41"E	100.00'	100.03'
C3	1385.00'	21°30'05"	S45°37'51"E	516.70'	519.75'
C4	620.00'	32°39'07"	N16°29'07"W	348.57'	353.33'
C5	75.00'	67°30'00"	N23°26'19"E	83.34'	88.36'
C6	39.00'	20°21'45"	N42°59'33"W	13.79'	13.86'

### LINE TABLE (SUBJECT PARCEL)

LINE	BEARING	DISTANCE
L1	S02°00'48"E	31.96'
L2	S00°34'03"E	4.93'
L3	N86°53'43"W	12.69'
L4	N87°23'02"W	65.40'
L5	S87°44'53"W	34.73'
L6	S82°19'26"W	41.07'
L7	S73°10'25"W	16.81'
L8	S70°46'24"W	24.09'
L9	S70°28'57"W	16.64'
L10	S61°58'48"W	36.62'
L11	S57°16'53"W	63.50'
L12	S46°20'51"W	35.85'
L13	S35°40'32"W	14.37'
L14	S35°36'06"W	15.07'
L15	S29°16'16"W	33.67'
L16	S28°02'33"W	100.08'
L17	S29°35'32"W	41.20'
L18	S37°51'45"W	60.25'
L19	S48°18'53"W	16.90'
L20	S56°17'21"W	18.08'
L21	S62°22'59"W	10.29'
L22	S89°37'17"W	165.14'
L23	S00°24'07"E	17.27'
L24	S89°49'44"W	51.17'
L25	S89°15'22"W	66.91'
L26	N00°09'33"W	30.86'
L27	S89°50'27"W	65.00'
L28	N32°48'41"W	290.85'
L29	N57°11'19"E	42.02'
L30	N32°48'41"W	50.00'
L31	S84°02'35"E	48.65'
L32	S75°56'59"E	181.51'
L33	N60°44'45"E	53.95'

### LINE TABLE (SUBJECT PARCEL)

LINE	BEARING	DISTANCE
L34	N32°45'20"E	71.17'
L35	N03°39'25"E	67.11'
L36	N28°10'46"W	57.39'
L37	N45°12'14"W	106.56'
L38	N18°15'18"W	66.03'
L39	N00°00'00"W	52.65'
L40	N67°35'56"E	54.14'
L41	N57°11'19"E	142.00'
L42	N32°48'53"W	20.03'
L43	N53°10'25"W	96.46'
L44	S55°30'29"W	126.13'

(LINE — CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEET 7 OF 7)

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

**LEADING EDGE  
LAND SERVICES  
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PHONE: (407) 351-6730  
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FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH

CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200'

SHEET 6 OF 7

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

### CURVE TABLE (LESS OUT AREA)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C7	25.00'	90°00'00"	N12°11'19"E	35.36'	39.27'

### LINE TABLE (LESS OUT AREA)

LINE	BEARING	DISTANCE
L45	S57°11'19"W	52.00'
L46	S32°48'41"E	50.00'
L47	S57°11'19"W	115.00'
L48	N57°11'19"E	90.00'
L49	N57°11'19"E	90.00'

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON


### LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
NGS	NATIONAL GEODETIC SURVEY
NAD	NORTH AMERICAN DATUM
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
R/W	RIGHT-OF-WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TARGET

## SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR THE ASTONIA PHASE 1 BOUNDARY.
2. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE NORTH LINE - NW 1/4 - NW 1/4 - SECTION 22, T26S, R27E, WHICH BEARS N89°40'16"E.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b></p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809</p> <p>PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedge.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p><b>SKETCH OF LEGAL DESCRIPTION FOR ERNIE CALDWELL PROPERTIES, LLC</b></p>	<p>DATE OF DRAWING: 26 AUG 2020</p> <p>MANAGER: JDH      CADD: TQ</p> <p>PROJECT NUMBER: 975-20009</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 975009PH1SD.DWG</p> <p>SCALE: 1" = 200'      SHEET 7 OF 7</p>
	<p>THIS IS NOT A SURVEY</p>	

## Deed Report

Wed Aug 26 09:57:52 2020

Deed Name: 975009PH1SD

Starting Coordinates: Northing 1411375.6319, Easting 784042.2675

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 89°38'14" E	708.9285	LINE					
S 02°00'48" E	31.9641	LINE					
S 16°22'40" E	687.2118	CURVE L	1385.000	694.4640	28°43'45"	354.6948	
							Rad-In: N 87°59'12" E Rad-Out: N 59°15'27" E
N 57°11'19" E	285.2341	LINE					
S 32°48'41" E	100.0000	CURVE L	1100.000	100.0345	5°12'38"	50.0517	
							Rad-In: N 59°47'38" E Rad-Out: N 54°35'00" E
S 57°11'19" W	285.2341	LINE					
S 45°37'51" E	516.7036	CURVE L	1385.000	519.7480	21°30'05"	262.9674	
							Rad-In: N 55°07'11" E Rad-Out: N 33°37'06" E
S 00°34'03" E	1121.694	LINE					
S 00°34'03" E	4.9348	LINE					
N 86°53'43" W	12.6864	LINE					
N 87°23'02" W	65.4001	LINE					
S 87°44'53" W	34.7298	LINE					
S 82°19'26" W	41.0721	LINE					
S 73°10'25" W	16.8124	LINE					
S 70°46'24" W	24.0899	LINE					
S 70°28'57" W	16.6397	LINE					
S 61°58'48" W	36.6231	LINE					
S 57°16'53" W	63.5000	LINE					
S 46°20'51" W	35.8508	LINE					
S 35°40'32" W	14.3729	LINE					
S 35°36'06" W	15.0678	LINE					
S 29°16'16" W	33.6656	LINE					
S 28°02'33" W	100.0840	LINE					
S 29°35'32" W	41.1953	LINE					
S 37°51'45" W	60.2536	LINE					
S 48°18'53" W	16.9000	LINE					
S 56°17'21" W	18.0805	LINE					
S 62°22'59" W	10.2853	LINE					
S 89°37'17" W	165.1362	LINE					
S 00°24'07" E	17.2675	LINE					
S 89°49'44" W	51.1740	LINE					
S 89°15'22" W	66.9135	LINE					
N 00°09'33" W	30.8624	LINE					
S 89°50'27" W	65.0000	LINE					
N 00°09'33" W	811.7922	LINE					
N 16°29'07" W	348.5673	CURVE L	620.0000	353.3292	32°39'07"	181.6064	
							Rad-In: S 89°50'27" W Rad-Out: S 57°11'19" W
N 32°48'41" W	290.8466	LINE					
N 57°11'19" E	42.0204	LINE					
N 32°48'41" W	50.0000	LINE					

S 57°11'19" W 322.0204 LINE  
 N 32°48'41" W 301.9026 LINE  
 S 84°02'35" E 48.6452 LINE  
 S 75°56'59" E 181.5135 LINE  
 N 60°44'45" E 53.9471 LINE  
 N 32°45'20" E 71.1667 LINE  
 N 03°39'25" E 67.1140 LINE  
 N 28°10'46" W 57.3899 LINE  
 N 45°12'14" W 106.5587 LINE  
 N 18°15'18" W 66.0259 LINE  
 N 00°00'00" W 52.6464 LINE  
 N 67°35'56" E 54.1444 LINE  
 N 23°26'19" E 83.34 CURVE R 75.0000 88.36 67°30'00"  
 Rad-In: N 79°41'19" E Rad-Out: S 48°20'21" E  
 N 57°11'19" E 142.0012 LINE  
 N 32°48'53" W 20.0289 LINE  
 N 42°59'33" W 13.7874 CURVE L 39.0000 13.8602 20°21'45" 7.0040  
 Rad-In: S 57°11'19" W Rad-Out: S 36°49'35" W  
 N 53°10'25" W 96.4572 LINE  
 S 55°30'29" W 126.1321 LINE  
 N 00°20'51" W 529.3588 LINE

Ending Coordinates: Northing 1411375.6319, Easting 784042.2674

Area: 2224513.11 S.F., 51.0678 Acres

Total Perimeter Distance> 8753.1582

Closure Error Distance> 0.0001 Error Bearing> N 75°35'55" W

Closure Precision> 1 in 91156501.5

Deed Report

Wed Aug 26 13:36:27 2020

Deed Name: 975009PH1SD\_LESS OUT

Starting Coordinates: Northing 1410762.7761, Easting 784230.2924

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
S 32°48'41" E	365.0000	LINE					
S 57°11'19" W	115.0000	LINE					
N 32°48'41" W	340.0000	LINE					
N 12°11'19" E	35.3553	CURVE R	25.0000	39.2699	90°00'00"	25.0000	
							Rad-In: N 57°11'19" E Rad-Out: S 32°48'41" E
N 57°11'19" E	90.0000	LINE					

Ending Coordinates: Northing 1410762.7761, Easting 784230.2924

Area: 41840.87 S.F., 0.9605 Acres

Total Perimeter Distance> 949.2699

Closure Error Distance> 0.0000 Error Bearing> S 12°11'18" W

Closure Precision> 1 in 24303141.7

## SECTION V

## RESOLUTION 2020-42

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA ONE PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE ASSESSMENT AREA ONE BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENT AREA ONE SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the District's Board of Supervisors ("**Board**") has previously adopted, after notices and public hearings, Resolution No. 2020-36, relating to the imposition, levy, collection and enforcement of such special assessments; and

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

**WHEREAS**, on September 3, 2020, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$3,830,000 of its Special Assessment Bonds, Series 2020 (Assessment Area One Project) (the "**Assessment Area One Bonds**"); and

**WHEREAS**, pursuant to and consistent with Resolution No. 2020-36, the District desires to set forth the particular terms of the sale of the Assessment Area One Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area One Bonds.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2020-36.



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

(a) On March 26, 2020, the District, after due notice and public hearing, adopted Resolution 2020-36 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Engineer's Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020 (together, the "**Engineer's Report**"), attached to this Resolution as **Composite Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for Phase 1 ("**Assessment Area One Project**"), to be financed all or in part with the Assessment Area One Bonds (the "**Improvements**"), and indicates the estimated costs of the Assessment Area One Project as \$5,080,000. The District hereby confirms that the Assessment Area One Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area One Bonds.

(c) The *Master Assessment Methodology Report*, dated February 13, 2020 ("**Master Methodology**"), as supplemented by the *Supplemental Assessment Methodology*, dated September 3, 2020 ("**Supplemental Methodology**"), and together with the Master Methodology, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Assessment Area One Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Assessment Area One Bonds.

(d) The Assessment Area One Project will specially benefit certain property within the District known as Phase 1 ("**Assessment Area One**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area One Project financed with the Assessment Area One Bonds to the specially benefited properties within the District as set forth in Resolution 2020-36, and this Resolution.

**SECTION 3. SETTING FORTH THE TERMS OF THE ASSESSMENT AREA ONE BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA ONE BONDS.** As provided in Resolution 2020-36, this Resolution is intended to set forth the terms of the

Assessment Area One Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Assessment Area One Bonds, in a par amount of \$3,830,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Assessment Area One Bonds shall be due on November 1, 2051. The estimated sources and uses of funds of the Assessment Area One Bonds shall be as set forth in **Exhibit E**. The debt service due on the Assessment Area One Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Assessment Area One Bonds on Assessment Area One (the “**Assessment Area One Special Assessments**”), shall be the principal amount due on the Assessment Area One Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Assessment Area One Bonds are secured solely by the Assessment Area One Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Assessment Area One.

#### **SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE ASSESSMENT AREA ONE BONDS; ADDRESSING COLLECTION OF THE SAME.**

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

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

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2021/2022, begin annual collection of special assessments for the Assessment Area One Bonds debt service payments due starting November 1, 2021, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on Exhibit F for Assessment Area One. The Assessment Area One Bonds include an amount for capitalized interest through May 1, 2021.

(d) The Assessment Area One Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Assessment Area One Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the

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

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

**SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to Resolution 2020-36, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Assessment Area One Bonds shall be allocated as set forth in Resolution 2020-36, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$3,830,000 in Assessment Area One Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Assessment Area One Bonds only to the credit of the Assessment Area One Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

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

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2020-36, both of which remain in full force and effect. This Resolution and Resolution 2020-36 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

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

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of September, 2020.

ATTEST:

**ASTONIA COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

- Comp. Exhibit A:**     *Engineer's Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020
- Comp. Exhibit B:**     The *Master Assessment Methodology Report*, dated February 13, 2020, as supplemented by the *Supplemental Assessment Methodology*, dated September 3, 2020
- Exhibit C:**             Legal Description of Assessment Area One
- Exhibit D:**             Maturities and Coupons of Assessment Area One Bonds
- Exhibit E:**             Sources and Uses of Funds for Assessment Area One Bonds
- Exhibit F:**             Debt Service for Assessment Area One Bonds

**Composite Exhibit A:**

*Engineer's Report for Capital Improvements, dated February 3, 2020, as supplemented by that  
Supplemental Engineer's Report for Capital Improvements, dated May 14, 2020*

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**February 3, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER’S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the “District”) is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the “County”). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots (289 – 40 foot wide lots and 392 – 50 foot wide lots), recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes (289 – 40 foot wide lots and 392 – 50 foot wide lots) and associated infrastructure (“Development”). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development). The Development will be constructed in one phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.



### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (681 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	March 2020
Construction Permits	March 2020
Polk County Health Department Water	March 2020
FDEP Sewer	March 2020
FDEP NOI	March 2020
ACOE	N/A

## **VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## **VIII. REPORT MODIFICATION**

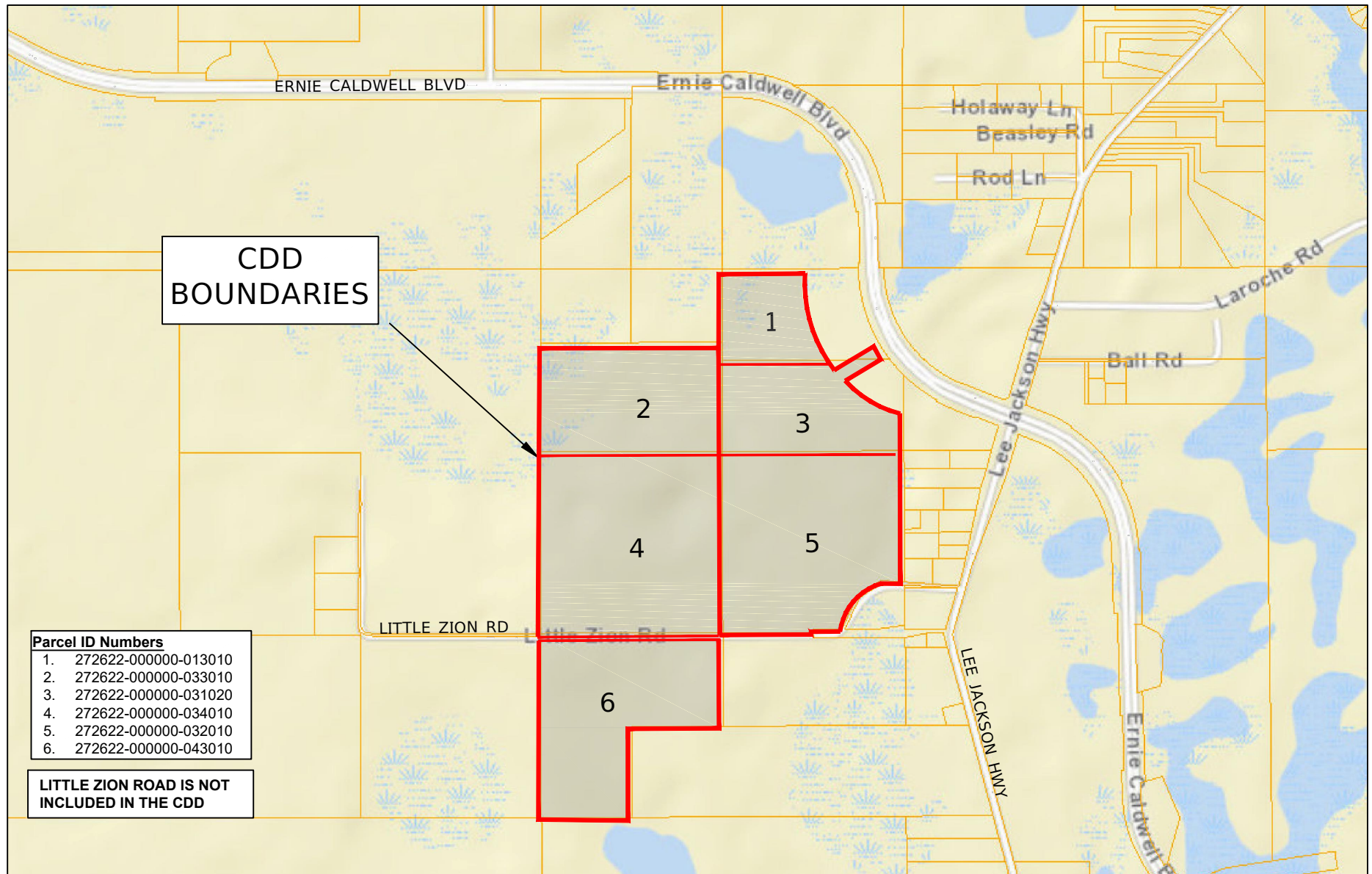
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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 CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.



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# **EXHIBIT 1** **ASTONIA COMMUNITY DEVELOPMENT DISTRICT** **LOCATION MAP**



NO  
SCALE

## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

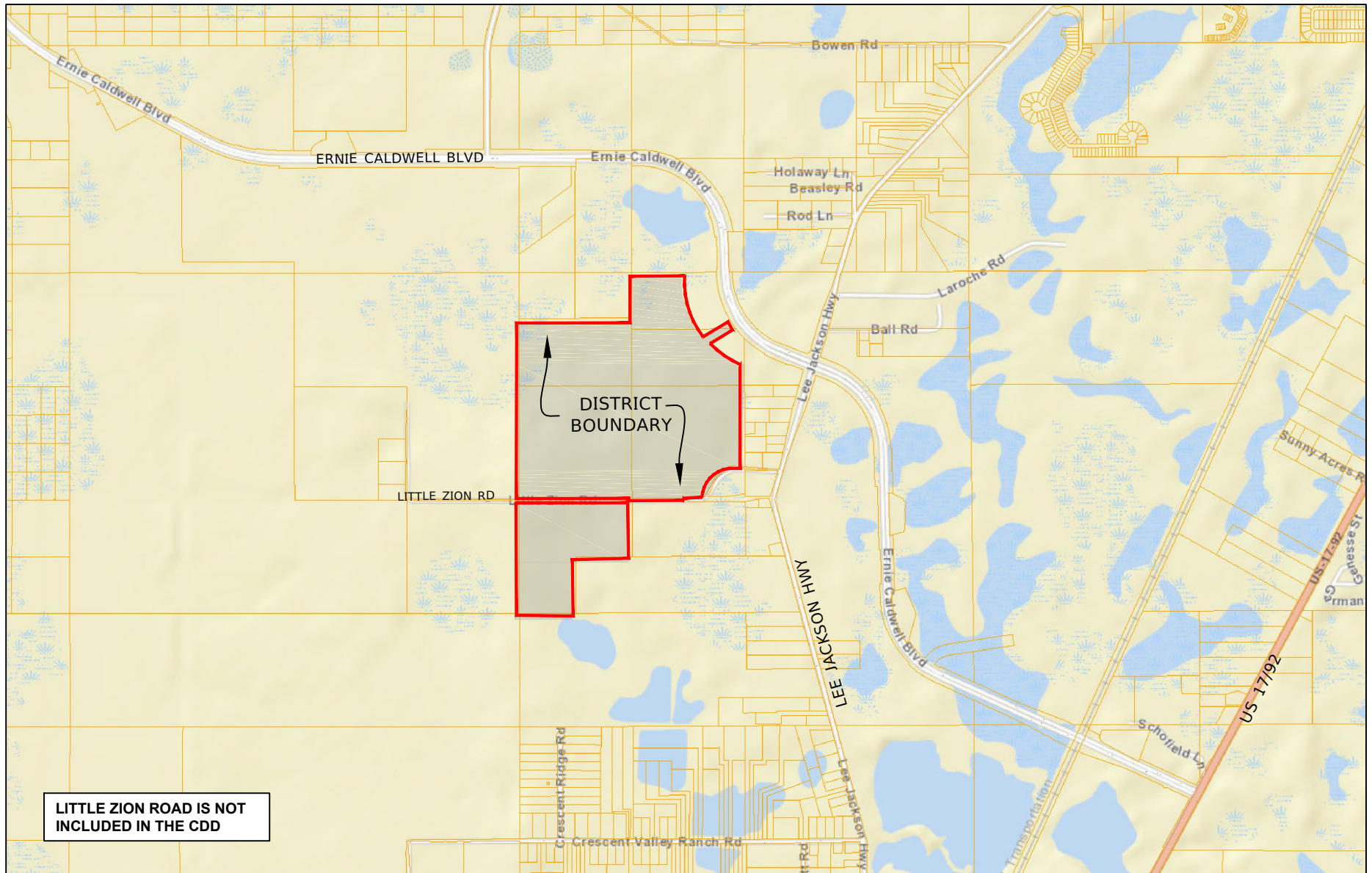
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





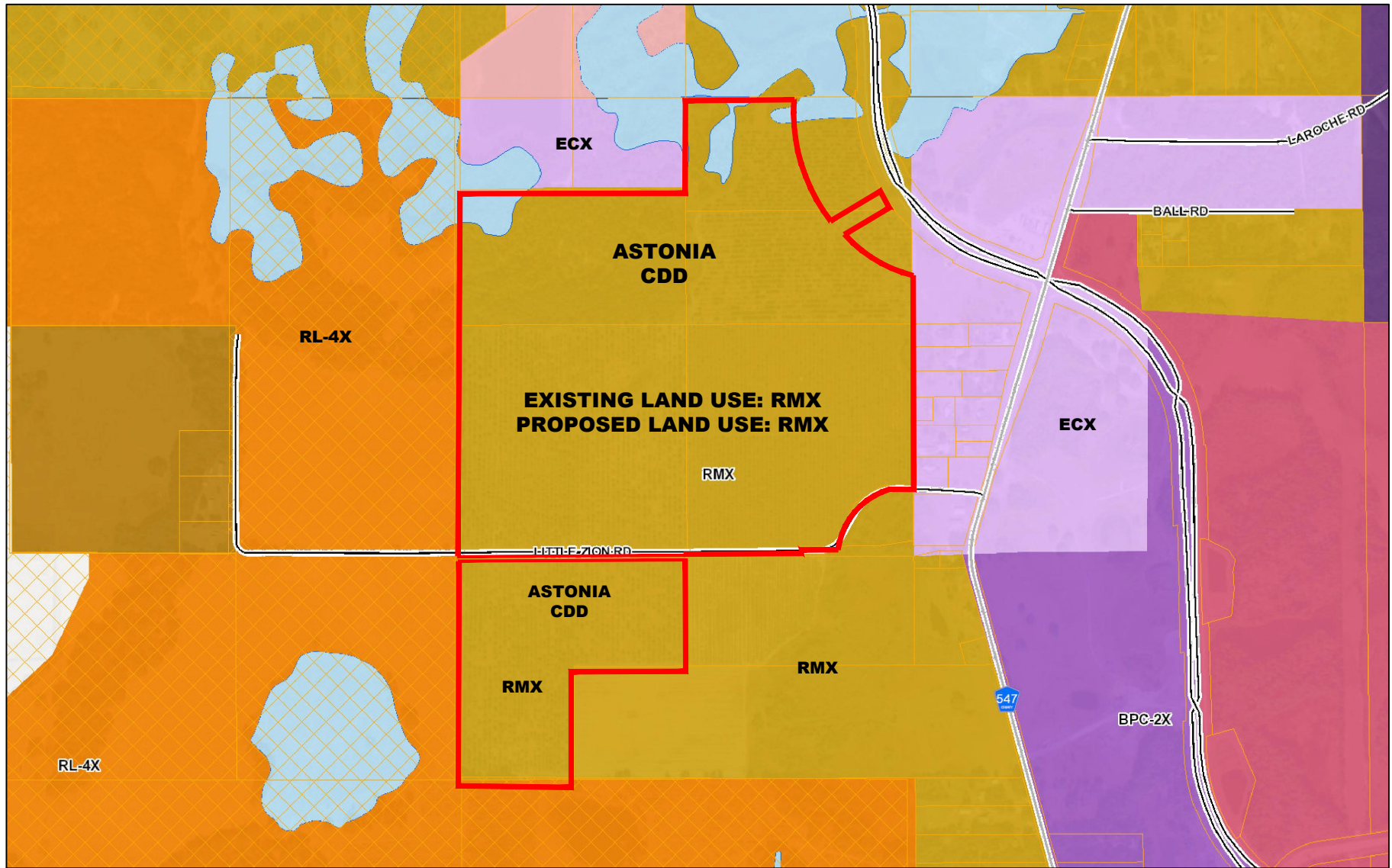
# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP



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NO  
SCALE



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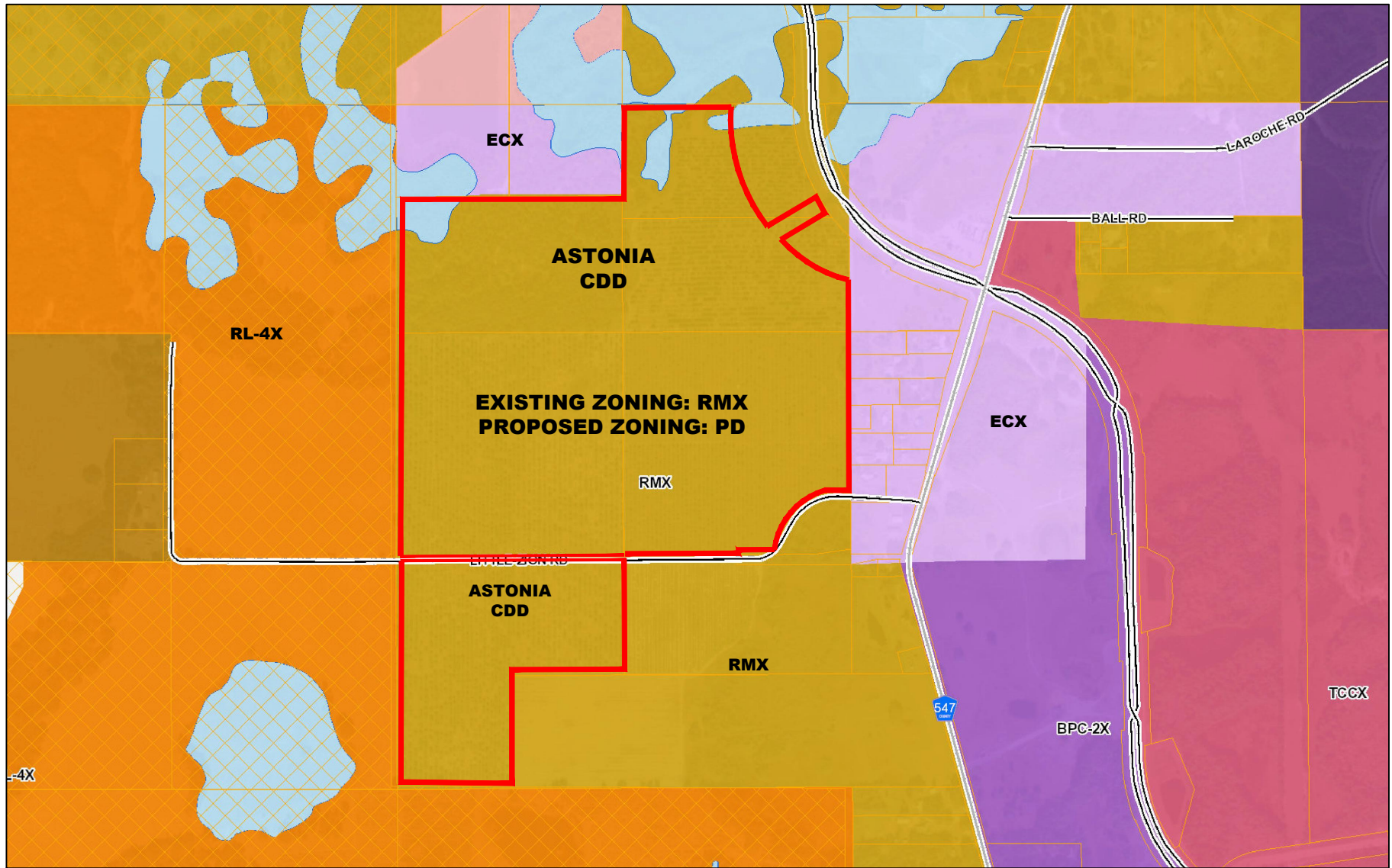
**LEGEND**

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

**EXHIBIT 5**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY FUTURE LAND USE MAP**







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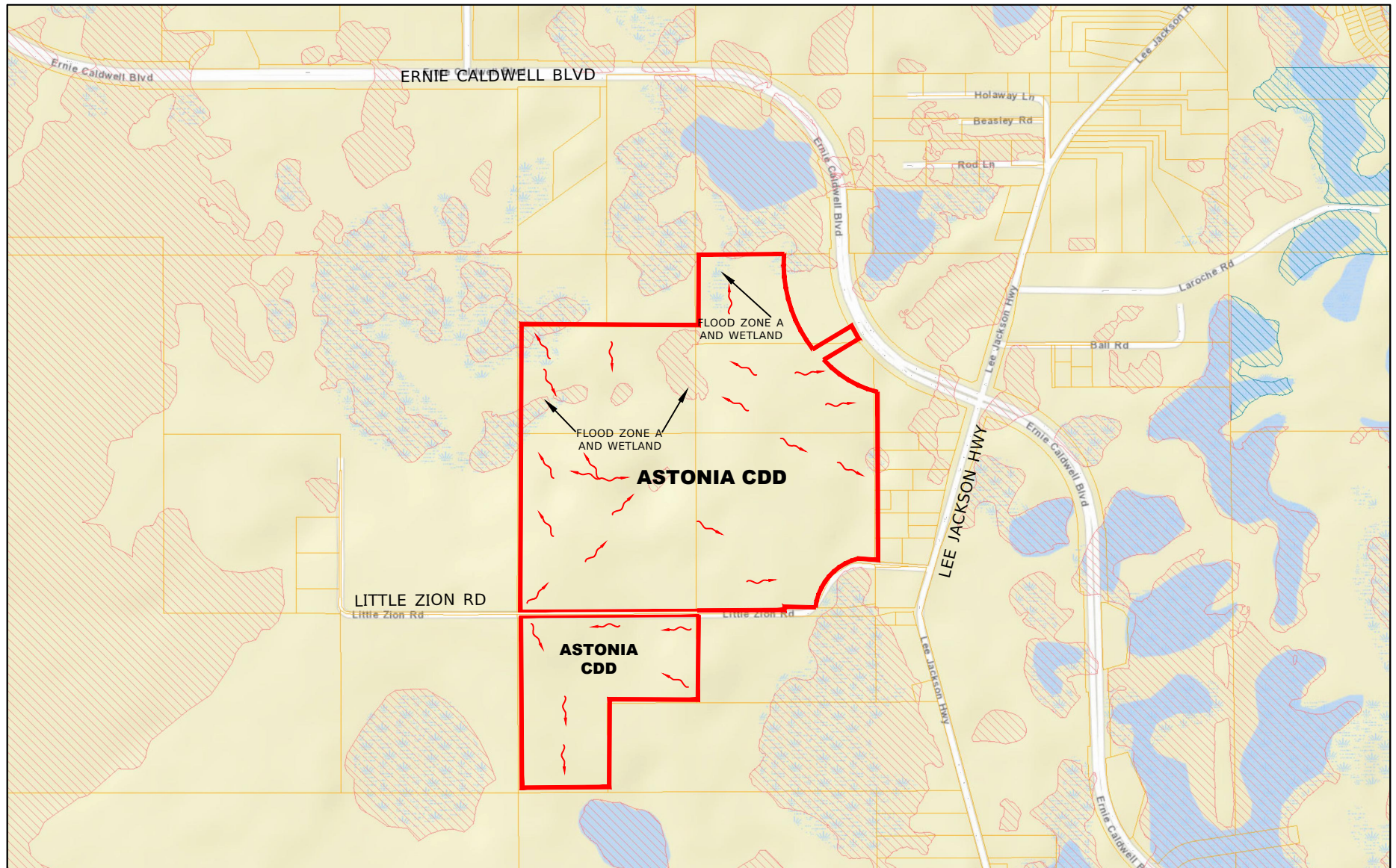
#### LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

## EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP







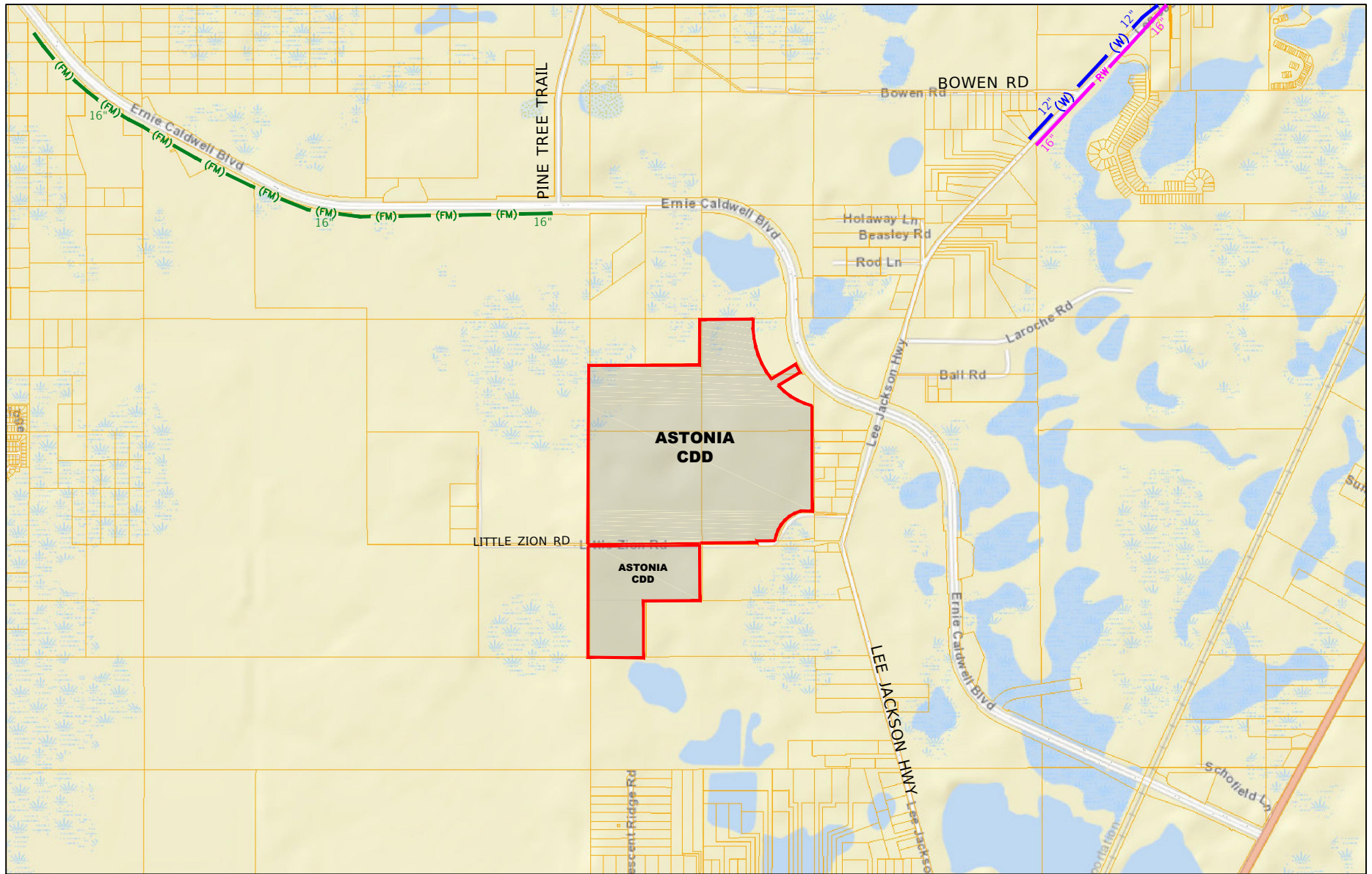
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## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND  
 FLOW DIRECTION







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#### LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 16" FORCE MAIN
- RW — EXISTING 16" RECLAIM WATER MAIN

## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP



NO  
SCALE

**Composite Exhibit 7**  
**Astoria CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b> <sup>(1)(9)</sup>	<b><u>Total</u></b> <b><u>(681 Lots)*</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 1,600,000.00
Contingency	\$ 800,000.00
<b>TOTAL</b>	<b>\$18,100,000.00</b>

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.

\*289 – 40 foot wide lots

392 – 50 foot wide lots

**Composite Exhibit 8**  
**Astoria CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

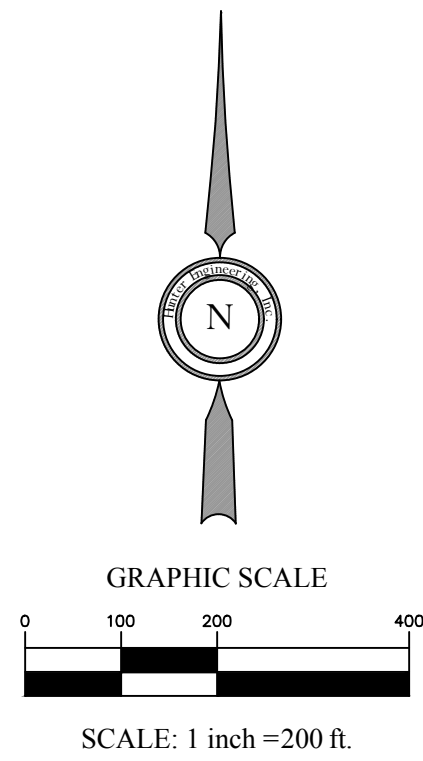
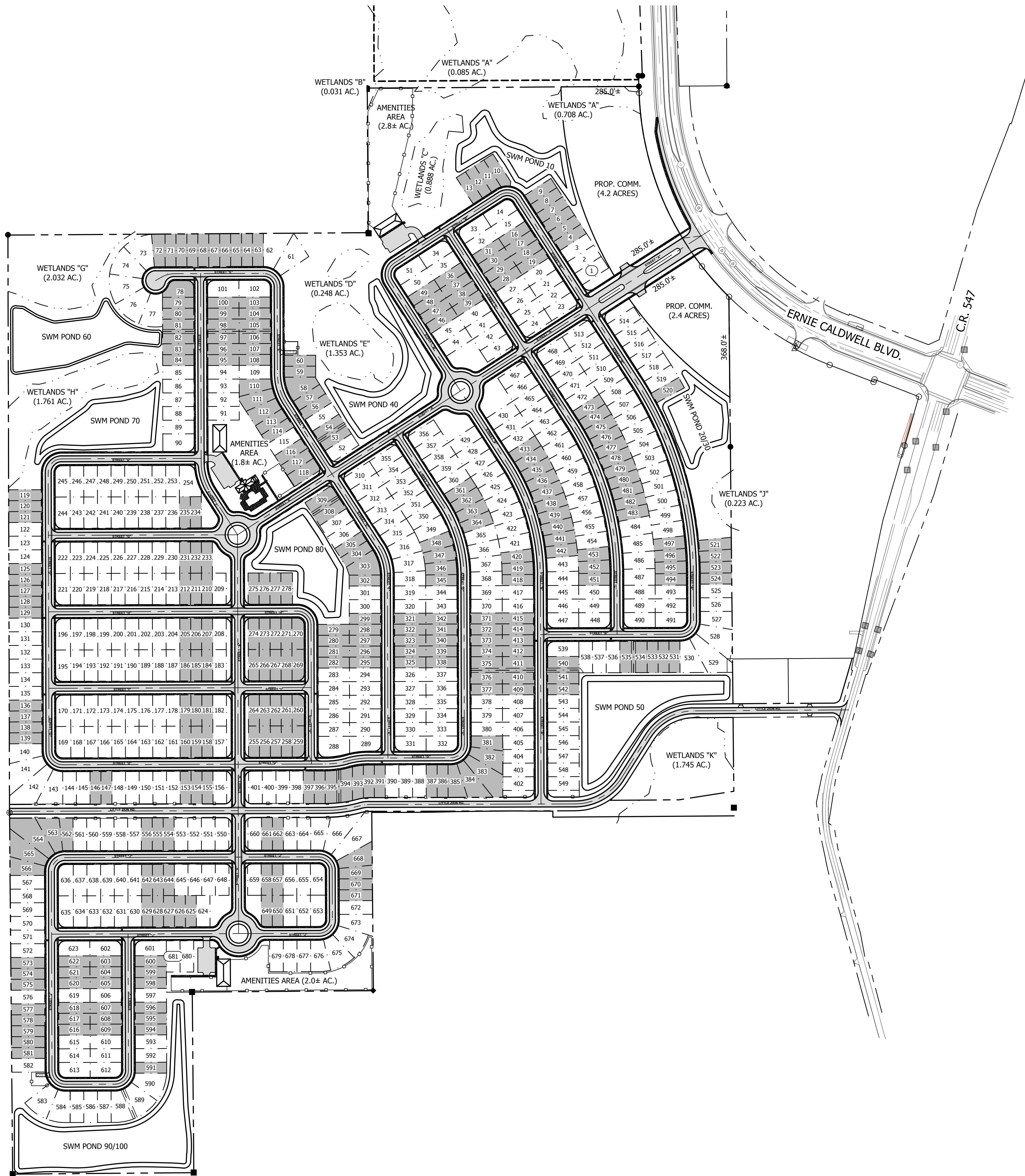
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

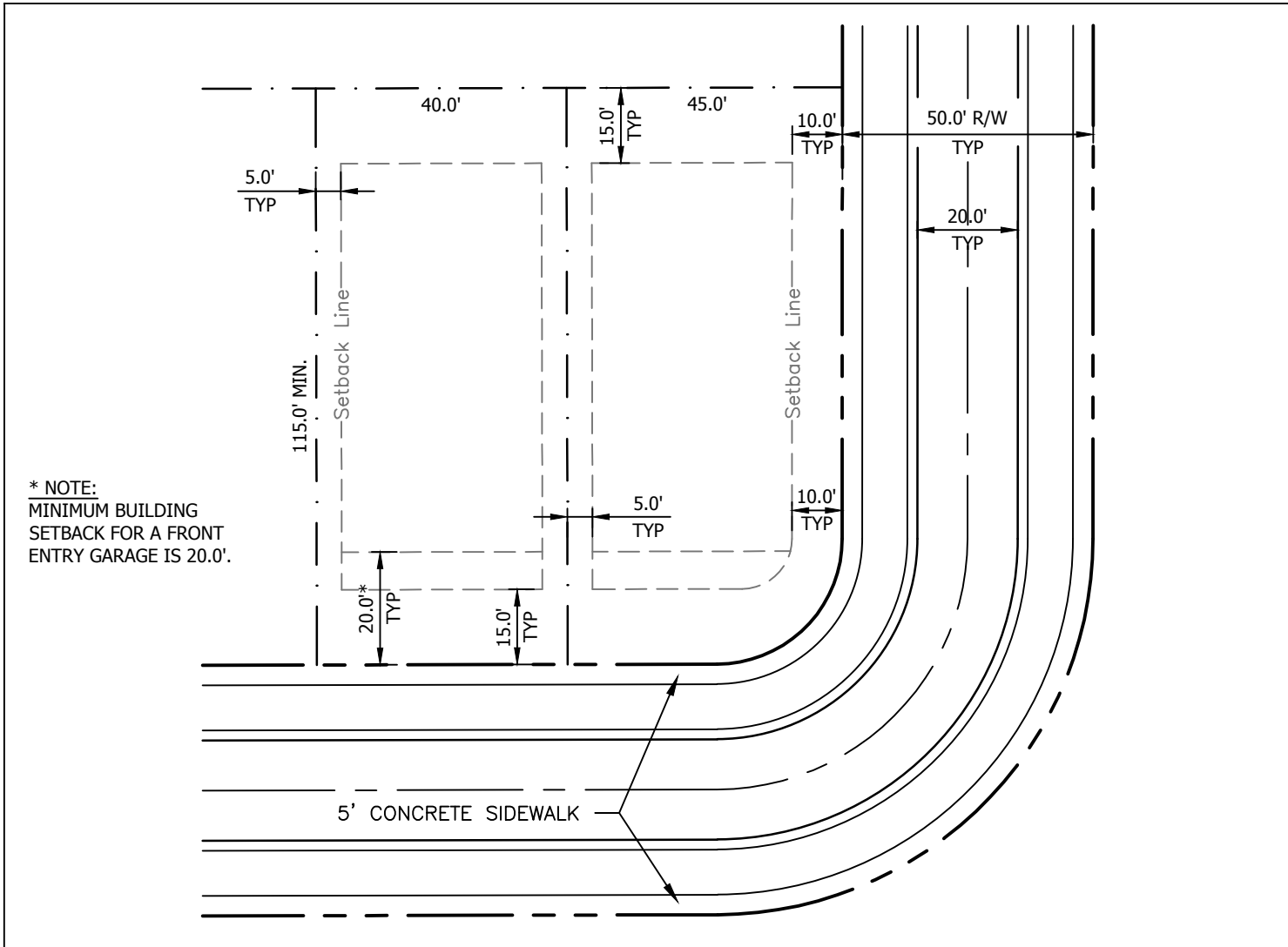


X:\Jobs\2019\19-013 - Astonia - ECG South Drawings\Astonia-Corst-10.dwg

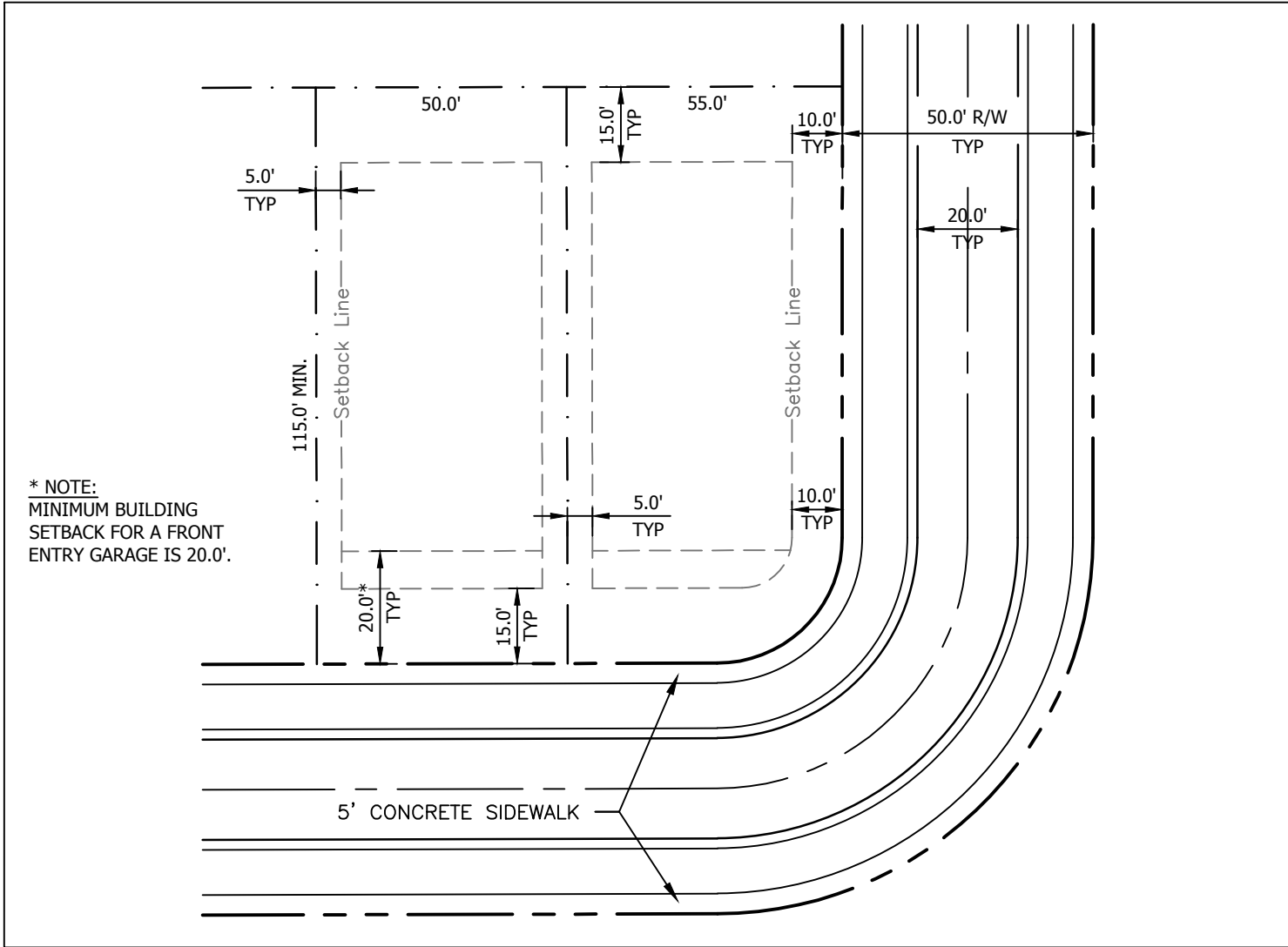


SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

NOTE:

IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.

OVERALL DEVELOPMENT  
PLAN

HUNTER  
ENGINEERING  
4900 Dunec Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For  
ERNIE CALDWELL PROPERTIES, LLC.  
3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-619-7103

Construction Plans  
For  
Astonia Subdivision  
Davenport, Florida

Date: December 24, 2019

Project No.: 19-013

Not Valid Without Engineer's Seal  
BRYAN A. HUNTER  
LICENSED  
No. 53168  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
This item has been digitally signed and sealed by  
Bryan A. Hunter using a digital signature on the  
date indicated. Printed copies of this  
document are not considered signed and sealed  
and the signature must be verified on any  
electronic copies.

Bryan A. Hunter, P.E.  
Reg. No. 53168  
C.A. #8394

C104



**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**May 14, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan



**SUPPLEMENTAL ENGINEER'S REPORT**  
**ASTONIA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the "District") is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the "County"). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development) The Development will be constructed in three Phases. (Phase 1- 191 lots, Phase 2 - 306 Lots, and Phase 3 – 184 lots).

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.



### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (191 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**PHASE 2 (306 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**PHASE 3 (184 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.



## 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.

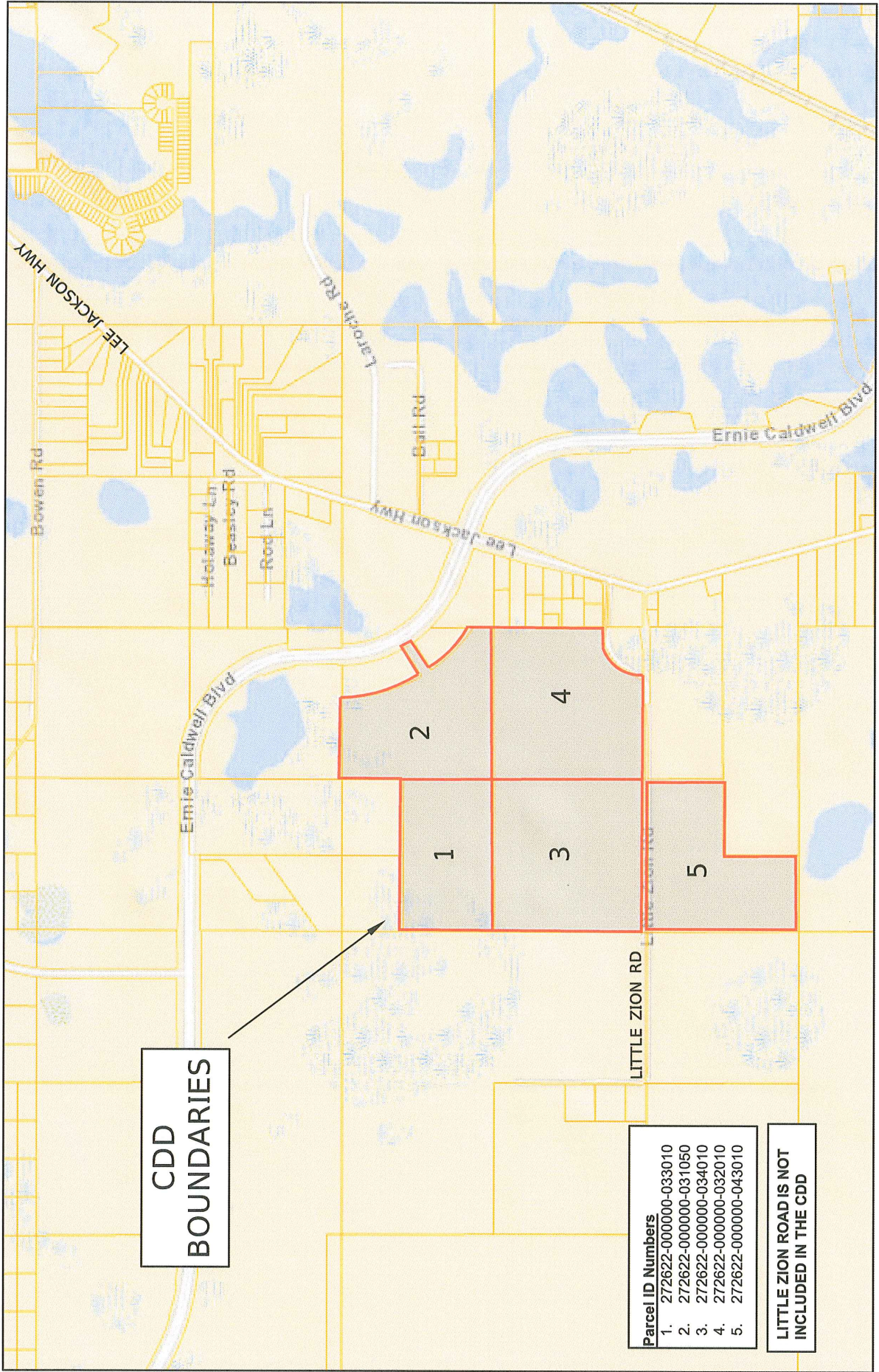
## IX. CONCLUSION

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

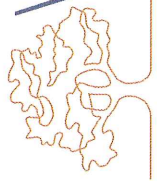
The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.





**EXHIBIT 1**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**LOCATION MAP**



**WOOD & ASSOCIATES**  
Engineering, LLC

1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM



## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

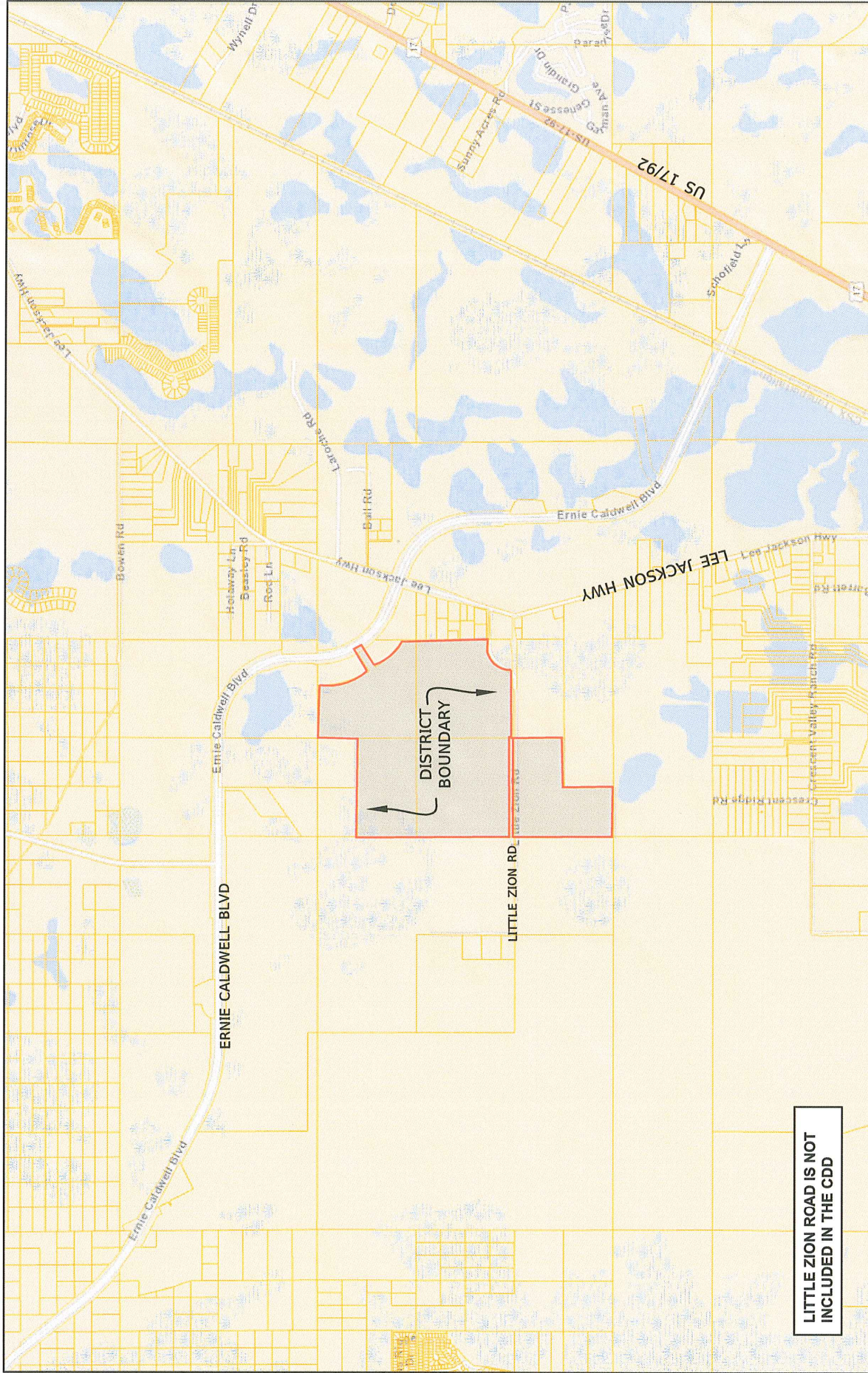
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

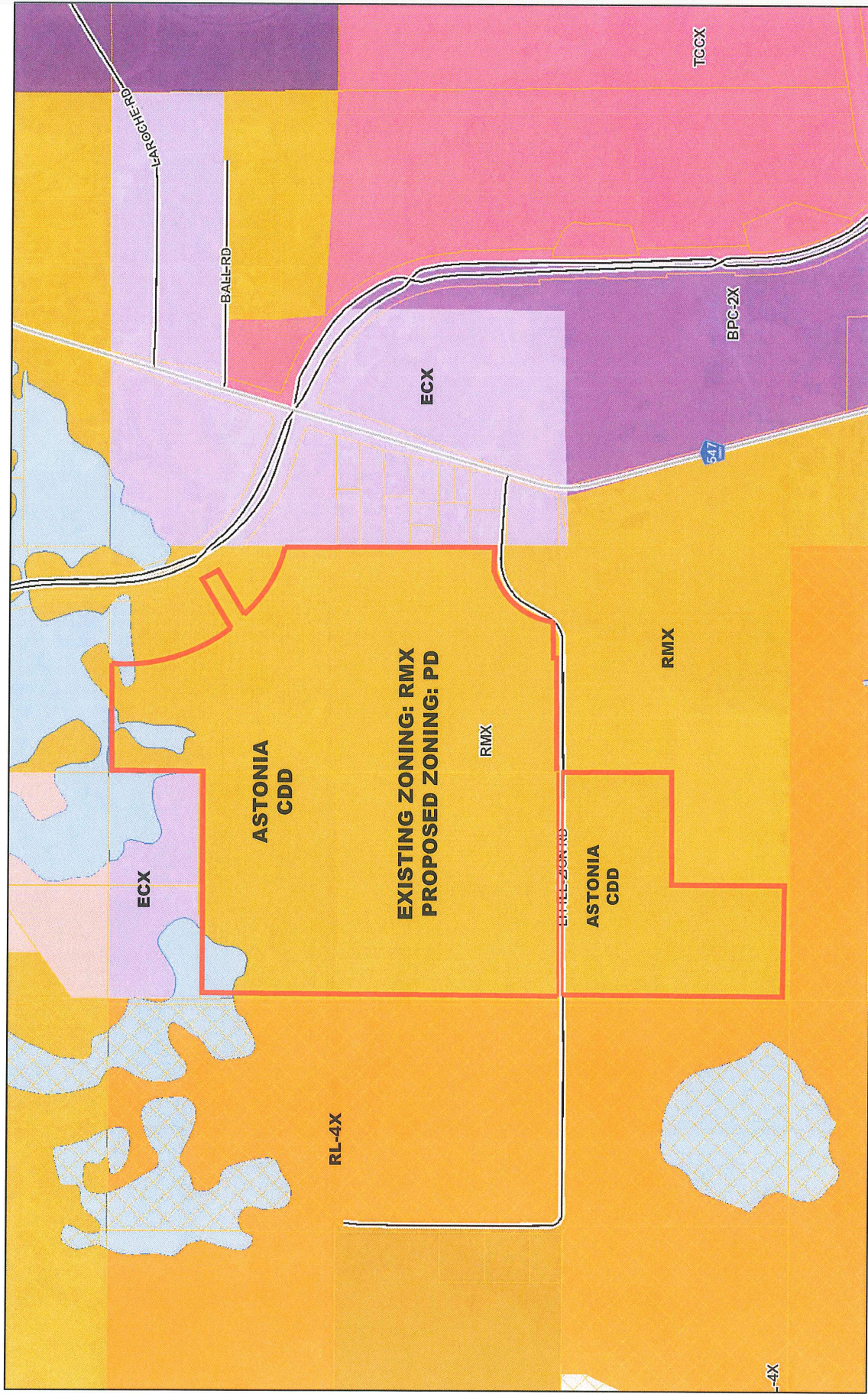




LITTLE ZION ROAD IS NOT INCLUDED IN THE CDD

# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP





N  
NO  
SCALE

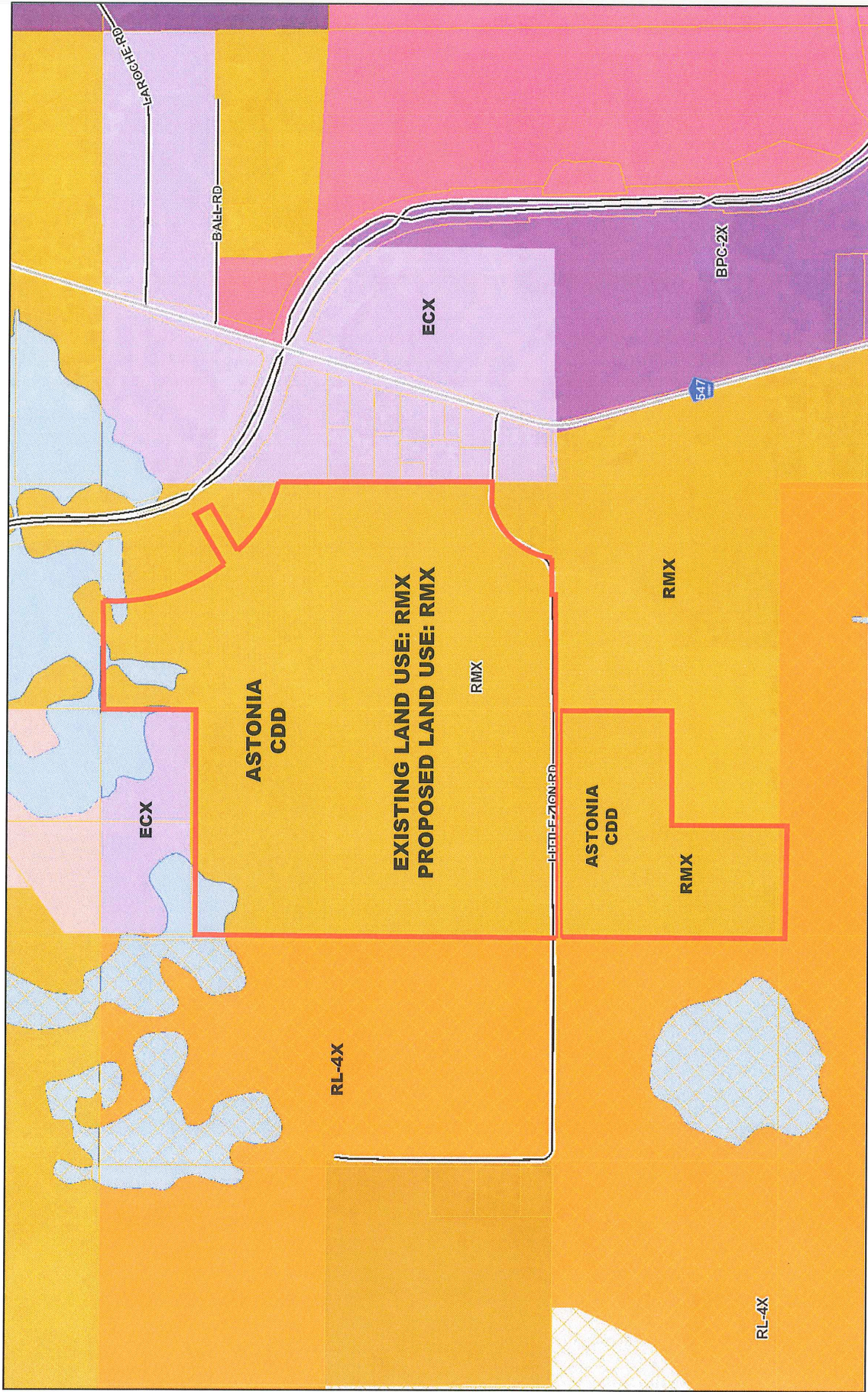
# EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP

- LEGEND**
- RMX - RESIDENTIAL MEDIUM
  - RL-4X - RESIDENTIAL LOW
  - ECX - EMPLOYMENT CENTER
  - BPC-2X - BUSINESS PARK CENTER

**WOOD & ASSOCIATES**  
Engineering, LLC

1925 BARTOW ROAD • LAKE LAND, FL 33801  
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N  
NO  
SCALE

# EXHIBIT 5 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY FUTURE LAND USE MAP

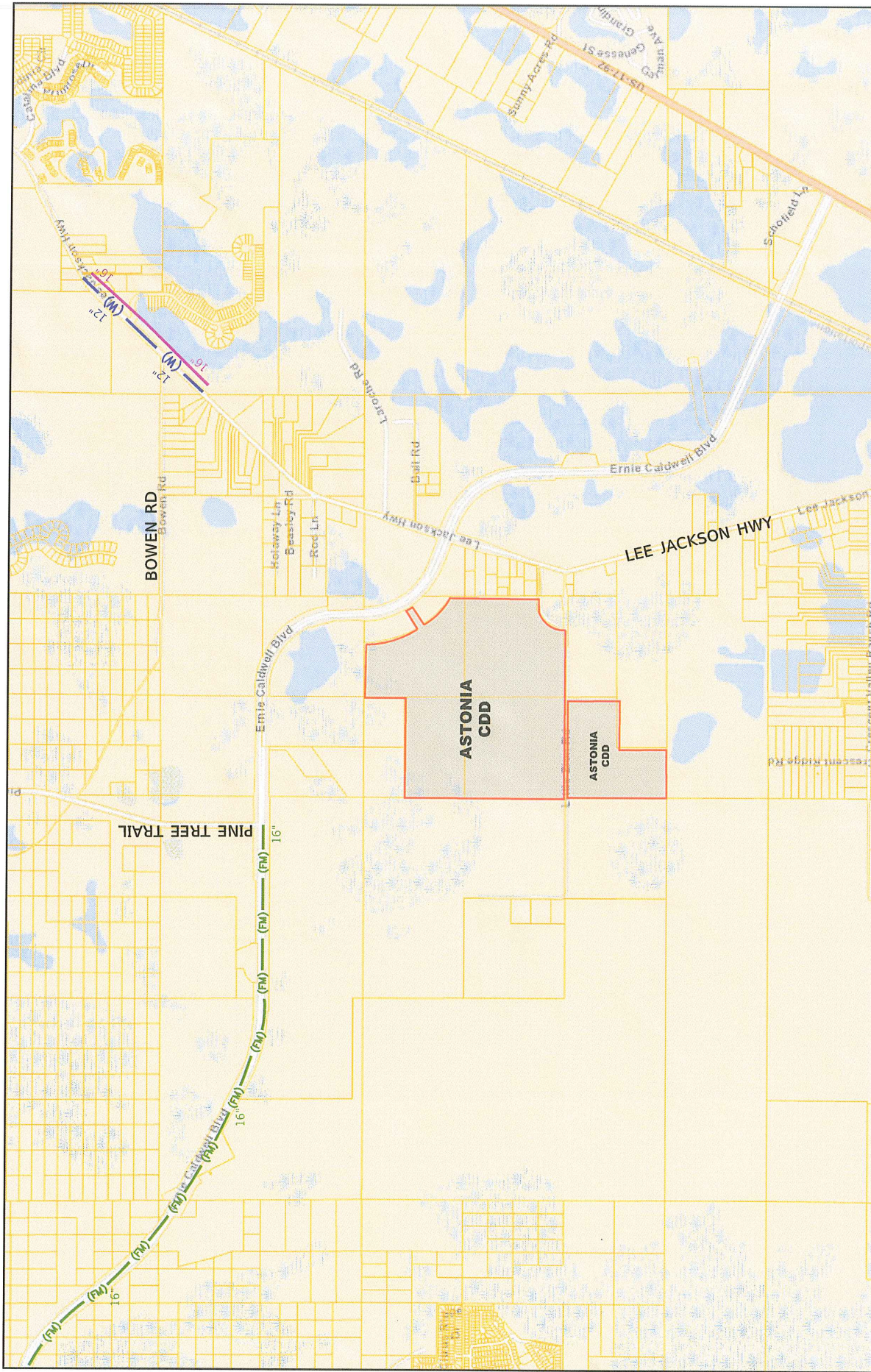
## LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER



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# COMPOSITE EXHIBIT 6

## ASTONIA COMMUNITY DEVELOPMENT DISTRICT

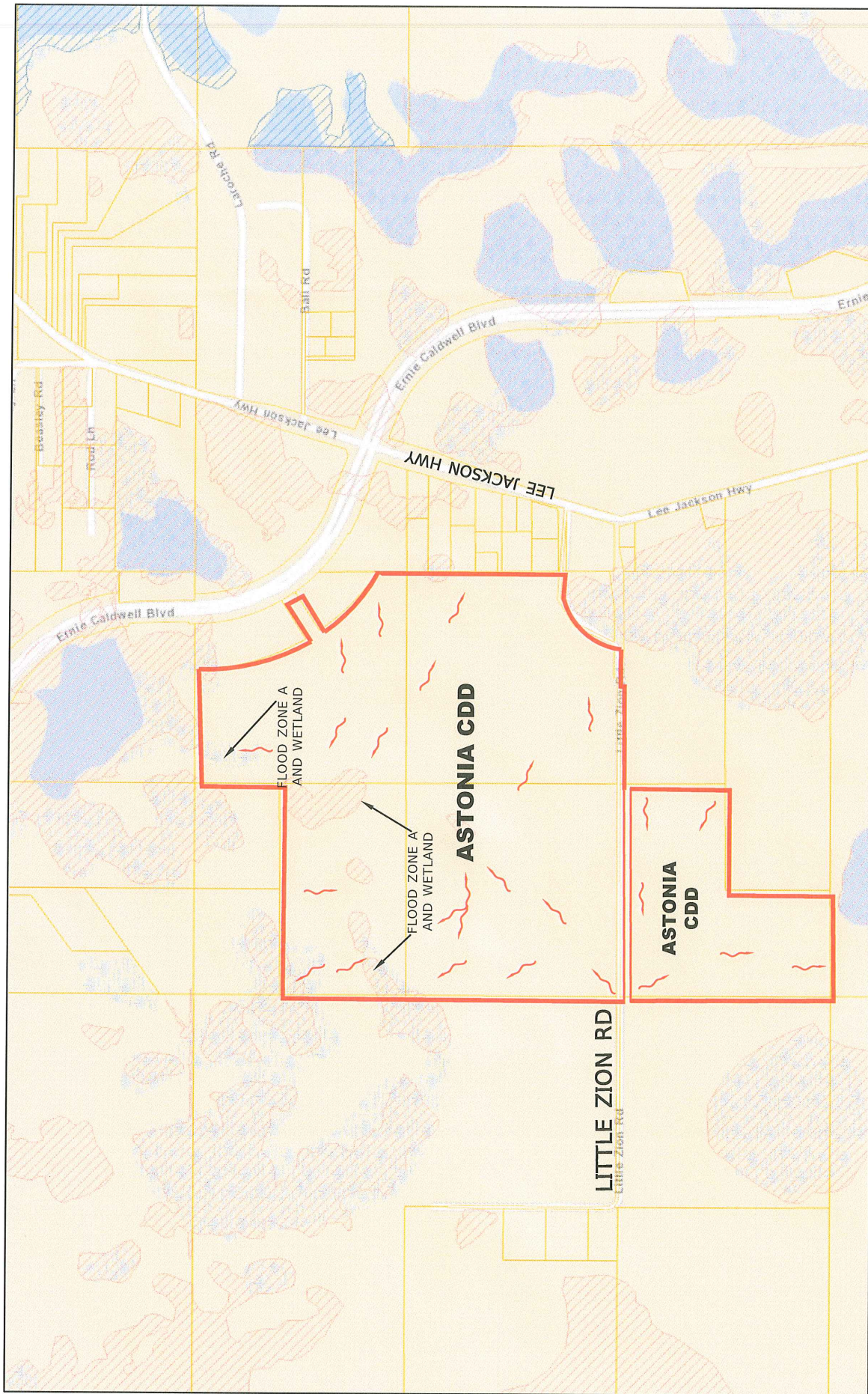
### WATER & WASTEWATER MAP


- LEGEND**
- (W) — EXISTING 12" WATER MAIN
  - (FM) — EXISTING 16" FORCE MAIN
  - (RW) — EXISTING 16" RECLAIM WATER MAIN



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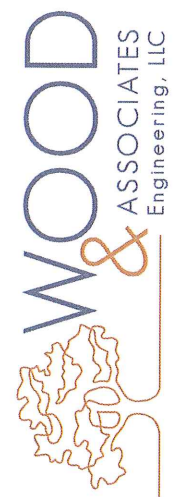
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# COMPOSITE EXHIBIT 6

## ASTONIA COMMUNITY DEVELOPMENT DISTRICT

### DRAINAGE MAP

LEGEND  
 FLOW DIRECTION



**WOOD & ASSOCIATES**  
 Engineering, LLC

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**Composite Exhibit 7**  
**Astonia CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b>Infrastructure <sup>(1)(9)</sup></b>	<b>Phase 1 191 Lots <sup>(10)</sup></b>	<b>Phase 2 306 Lots <sup>(11)</sup></b>	<b>Phase 3 184 Lots <sup>(12)</sup></b>	<b>Total 681 Lots <sup>(13)</sup></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 650,000.00	\$1,050,000.00	\$ 600,000.00	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$1,350,000.00	\$2,160,000.00	\$1,290,000.00	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$1,320,000.00	\$2,120,000.00	\$1,260,000.00	\$ 4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 790,000.00	\$1,260,000.00	\$ 750,000.00	\$ 2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 310,000.00	\$ 495,000.00	\$ 295,000.00	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 450,000.00	\$ 720,000.00	\$ 430,000.00	\$ 1,600,000.00
Contingency	\$ 210,000.00	\$ 345,000.00	\$ 245,000.00	\$ 800,000.00
<b>TOTAL</b>	<b>\$5,080,000.00</b>	<b>\$8,150,000.00</b>	<b>\$4,870,000.00</b>	<b>\$18,100,000.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.
10. 73 – 40 foot wide lots and 118 - 50 foot wide lots
11. 143 – 40 foot wide lots and 163 – 50 foot wide lots
12. 73 – 40 foot wide lots and 111 – 50 foot wide lots
13. 289 – 40 foot wide lots and 392 – 50 foot wide lots.

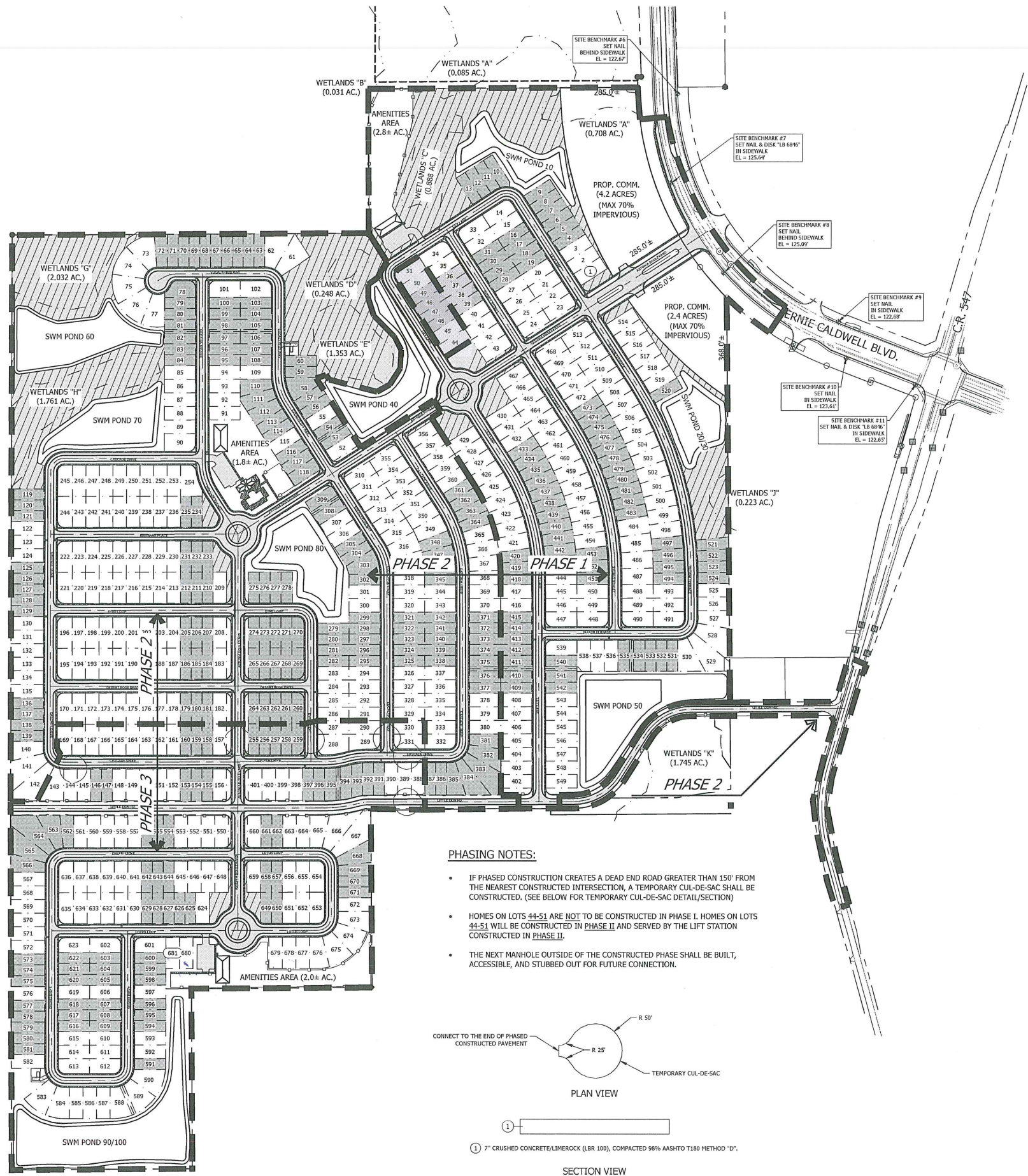
**Composite Exhibit 8**  
**Astonia CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

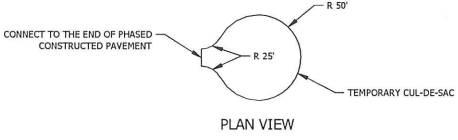
\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.





- PHASING NOTES:**
- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE NEAREST CONSTRUCTED INTERSECTION, A TEMPORARY CUL-DE-SAC SHALL BE CONSTRUCTED. (SEE BELOW FOR TEMPORARY CUL-DE-SAC DETAIL/SECTION)
  - HOUSES ON LOTS 44-51 ARE NOT TO BE CONSTRUCTED IN PHASE I. HOUSES ON LOTS 44-51 WILL BE CONSTRUCTED IN PHASE II AND SERVED BY THE LIFT STATION CONSTRUCTED IN PHASE II.
  - THE NEXT MANHOLE OUTSIDE OF THE CONSTRUCTED PHASE SHALL BE BUILT, ACCESSIBLE, AND STUBBED OUT FOR FUTURE CONNECTION.



① 7" CRUSHED CONCRETE/LIMEROCK (LBR 100), COMPACTED 98% AASHTO T180 METHOD "D".

TEMPORARY CUL-DE-SAC ROAD DETAIL/SECTION NTS

**SITE DATA:**

NET PROJECT AREA: 159.93 ACRES

TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.

40' LOTS = 289 (42%)

50' LOTS = 392 (58%)

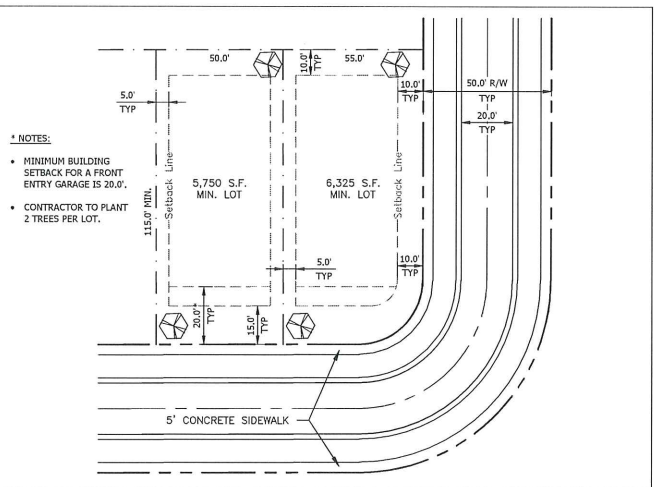
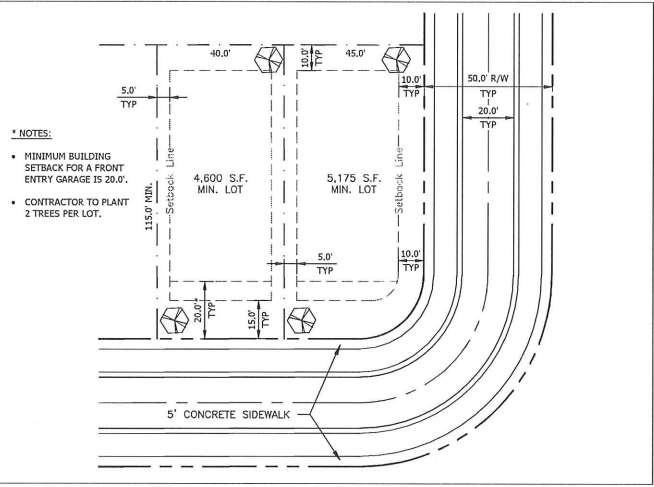
OPEN SPACE REQUIRED = 10% OF DEVELOPMENT = 159.93 AC x 0.10 = 15.99 AC

PROVIDED OPEN SPACE SHOWN IN HATCHED AREAS = 17.23 AC \*

WETLAND OPEN SPACE = 6.72 AC (39% OF OPEN SPACE REQUIRED)

UPLAND OPEN SPACE = 10.51 AC (61% OF OPEN SPACE REQUIRED)

\*THE AMOUNT OF OPEN SPACE DEPICTED ILLUSTRATES THIS PROJECT EXCEEDS THE REQUIREMENT FOR OPEN SPACE. MORE OPEN SPACE EXISTS PER COUNTY CODE BUT IT IS NOT SHOWN FOR CLARITY OF THE DRAWING.



**NOTES:**

- IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.
- ALL ADA RAMPS AND SIDEWALKS IN COMMON AREAS (NOT IN FRONT OF LOTS) SHALL BE CONSTRUCTED AS A PART OF THIS PROJECT.

OVERALL DEVELOPMENT PLAN

**HUNTER** ENGINEERING

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For

**ERNIE CALDWELL PROPERTIES, LLC**

3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803

Telephone: 863-419-7103

Construction Plans For

**Astonia Subdivision**

Davenport, Florida

Date: May 8, 2020

Project No.: 19-013

Not To Be Used Without Engineer's Seal

**JOHN A. HUNTER**  
1th 3186  
FLORIDA  
PROFESSIONAL ENGINEER

Signature has been digitally signed and verified by John A. Hunter using a digital signature on the date indicated. Printed copies of this document are not considered signed and cannot be used in lieu of the original. The signature must be verified on an electronic copy.

John A. Hunter, P.E.  
Exp. 10/31/25  
C.A. #8394

C104

**Composite Exhibit B:**

The *Master Assessment Methodology Report*, dated February 13, 2020, as supplemented by the  
*Supplemental Assessment Methodology*, dated September 3, 2020



**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: February 13, 2020**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 East Livingston St.  
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Astonia Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Astonia Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Astonia Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$23,500,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated February 3, 2020 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property within the District.

### **1.1 Purpose**

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 159.93 acres in Polk County, Florida. The development program for the District currently envisions approximately 681 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater

management facilities, utility facilities, roadways, entry features, and park and recreational facilities. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

### **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:



- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$18,100,000. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$23,500,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District anticipates issuing approximately \$23,500,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$23,500,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$18,100,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$23,500,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres equally within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting equally from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreational facilities and professional fees along with related incidental costs. There are two product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"), with single family 40' being set at .8 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility

facilities, roadways, entry features, and park and recreation facilities. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable		ERUs per Unit (1)	Total ERUs
	Units			
Single Family - 40'	289		0.80	231
Single Family - 50'	392		1.00	392
Total Units	681			623

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

**TABLE 2**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT PLAN COST ESTIMATES**  
**MASTER ASSESSMENT METHODOLOGY**

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 2,300,000
Stormwater Management	\$ 4,800,000
Utilities (Water, Sewer, & Street Lighting)	\$ 4,700,000
Roadway	\$ 2,800,000
Entry Feature	\$ 1,100,000
Parks and Recreation	\$ 1,600,000
Contingencies	\$ 800,000
	\$ 18,100,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated February 3, 2020.

**TABLE 3**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 18,100,000
Debt Service Reserve	\$ 1,707,249
Capitalized Interest	\$ 2,820,000
Underwriters Discount	\$ 470,000
Cost of Issuance	\$ 220,000
Contingency	\$ 182,751
<b>Par Amount*</b>	<b>\$ 23,500,000</b>

<b>Bond Assumptions:</b>	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	289	0.8	231	37.10%	\$ 6,714,891	\$ 23,235
Single Family - 50'	392	1.00	392	62.90%	\$ 11,385,109	\$ 29,044
Totals	681		623	100.00%	\$ 18,100,000	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC



**TABLE 5**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE**  
**MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family - 40'	289	\$	6,714,891	\$	8,718,228	\$ 30,167
Single Family - 50'	392	\$	11,385,109	\$	14,781,772	\$ 37,709
Totals	681	\$	18,100,000	\$	23,500,000	

\* Unit mix is subject to change based on marketing and other factors

TABLE 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY									
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)			
Single Family - 40'	289	\$ 8,718,228	\$ 30,167	\$ 633,370	\$ 2,192	\$ 2,357			
Single Family - 50'	392	\$ 14,781,772	\$ 37,709	\$ 1,073,879	\$ 2,739	\$ 2,946			
Totals	681	\$ 23,500,000		\$ 1,707,249					

(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

**TABLE 7**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**MASTER ASSESSMENT METHODOLOGY**

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-013010</b>	9.86	\$ 146,939	\$ 1,448,821	\$ 105,255	\$ 113,178
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-033010</b>	23.88	\$ 146,939	\$ 3,508,910	\$ 254,918	\$ 274,106
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-031020</b>	19.88	\$ 146,939	\$ 2,921,153	\$ 212,219	\$ 228,192
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-034010</b>	39.68	\$ 146,939	\$ 5,830,551	\$ 423,583	\$ 455,466
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-032010</b>	36.66	\$ 146,939	\$ 5,386,794	\$ 391,345	\$ 420,801
Ernie Caldwell Properties LLC	<b>27-26-22-0000000-043010</b>	29.97	\$ 146,939	\$ 4,403,770	\$ 319,929	\$ 344,010
<b>Totals</b>		<b>159.93</b>		<b>\$ 23,500,000</b>	<b>\$ 1,707,249</b>	<b>\$ 1,835,752</b>

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$1,707,249

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

PAGE 1 OF 1

**Exhibit C**  
**Legal Description of Assessment Area One**

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF

15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A

DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY - PHASE 1  
  
FOR  
  
ASTONIA  
  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: September 3, 2020**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 East Livingston St.  
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Astoria Community  
Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to  
provide such services as described in Section 15B of the  
Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC  
does not provide the Astoria Community Development District with financial  
advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Astonia Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$3,830,000 of tax exempt bonds (the “Bonds”) for the purpose of financing certain Phase 1 Assessment Area infrastructure improvements (“Capital Improvement Plan”) within Phase 1 Assessment Area of the District more specifically described as Phase 1 in the Engineer’s Report dated May 14, 2020 prepared by Wood & Associates Engineering, LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Phase 1 Assessment Area Capital Improvement Plan that benefit property within the Phase 1 Assessment Area the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Master Assessment Methodology, dated February 13, 2020. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the Phase 1 Assessment Area of the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within Phase 1 Assessment Area of the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 159.93 acres in Polk County, Florida. Phase 1 consists of 61.15 acres. The development program for Phase 1 of the District the District currently envisions approximately 191 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreational facilities. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of Phase 1 of the District to be developed. Without the District's Phase 1 Capital Improvement Plan, there would be no infrastructure to support development of land within Phase 1 of the District. Without these improvements, development of the property within Phase 1 of the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Phase 1 of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Phase 1 Capital Improvement Plan, which is designed solely to meet the needs of property within the Phase 1 Assessment Area District. Properties outside of the Phase 1 Assessment Area of District boundaries do not depend upon the District's Phase 1 Capital Improvement

Plan. The property owners within Phase 1 of the District are therefore receiving special benefits not received by those outside the District's boundaries.

#### **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

#### **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within Phase 1 of the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 1 Assessment Area Capital Improvement Plan that is necessary to support full development of property within Phase 1 of the District will cost approximately \$5,080,000. The District's Underwriter projects that financing costs required to fund the Phase 1 Assessment Area Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest is \$3,830,000. Without the Phase 1 Capital Improvement Plan, the property within Phase 1 of the District would not be able to be developed and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District has issued \$3,830,000 in Bonds in one or more series to fund the District's entire Phase 1 Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$3,830,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 1 Capital Improvement Plan needed to support the development, which construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are

estimated to cost \$5,080,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$3,830,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for Phase 1 of the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres equally within Phase 1 Assessment Area of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 1 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Phase 1 of the District are benefiting equally from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreational facilities and professional fees along with related incidental costs. There are two product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"), with single family 40' being set at .8 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from



the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Phase 1 Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and recreation facilities. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Phase 1 Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Phase 1 Capital Improvement Plan have been apportioned to the property within Phase 1 of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Phase 1 of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase 1 Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within Phase 1 of the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty

on any acre of land in the Phase 1 Assessment Area of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	73	0.80	58
Single Family - 50'	118	1.00	118
Total Units	191		176

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

TABLE 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1	
Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 650,000
Stormwater Management	\$ 1,350,000
Utilities (Water, Sewer, & Street Lighting)	\$ 1,320,000
Roadway	\$ 790,000
Entry Feature	\$ 310,000
Parks and Recreation	\$ 450,000
Contingencies	\$ 210,000
	\$ 5,080,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated May 14, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 3,201,390
Debt Service Reserve	\$ 220,403
Capitalized Interest	\$ 88,446
Underwriters Discount	\$ 76,600
Cost of Issuance	\$ 208,792
Issue Discount	\$ 34,368
<b>Par Amount*</b>	<b>\$ 3,830,000</b>

<b>Bond Assumptions:</b>	
Average Coupon Rate	3.95%
Amortization	30 years
Capitalized Interest	6 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds



TABLE 4

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS

SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	73	0.8	58	33.11%	\$ 1,681,814	\$ 23,039
Single Family - 50'	118	1.00	118	66.89%	\$ 3,398,186	\$ 28,798
Totals	191		176	100.00%	\$ 5,080,000	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family - 40'	73	\$	1,681,814	\$	1,267,982	\$ 17,370
Single Family - 50'	118	\$	3,398,186	\$	2,562,018	\$ 21,712
Totals	191	\$	5,080,000	\$	3,830,000	

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	73	\$ 1,267,982	\$ 17,370	\$ 72,968	\$ 1,000	\$ 1,075
Single Family - 50'	118	\$ 2,562,018	\$ 21,712	\$ 147,435	\$ 1,249	\$ 1,343
Totals	191	\$ 3,830,000		\$ 220,403		

(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

TABLE 7  
 ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
 PRELIMINARY ASSESSMENT ROLL  
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Ernie Caldwell Properties LLC	<b>See attached legal</b>	50.10	\$ 76,447	\$ 3,830,000	\$ 220,403	\$ 236,993
<b>Totals</b>		50.10		\$ 3,830,000	\$ 220,403	\$ 236,993

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	3.95%
Maximum Annual Debt Service	\$220,403

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

## LEGAL DESCRIPTION (SUBJECT PARCEL)

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET;

(LEGAL DESCRIPTION CONTINUES ON SHEET 2 OF 7)

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(LINE - CURVE TABLE, SURVEYORS NOTES AND LEGEND ON SHEETS 6 AND 7)

 <b>LEADING EDGE LAND SERVICES INCORPORATED</b> 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	<b>SKETCH OF DESCRIPTION FOR ERNIE CALDWELL PROPERTIES, LLC</b>	DATE OF DRAWING: 26 AUG 2020 MANAGER: JDH CADD: TQ
	<b>SURVEYOR'S CERTIFICATION</b> I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.  JEFFREY D. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610	PROJECT NUMBER: 975-20009 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): COMPUTER FILE: 975009PH1SD.DWG SCALE: 1" = 200' SHEET 1 OF 7

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

(CONTINUED FROM SHEET 1 OF 7)

### LEGAL DESCRIPTION

(SUBJECT PARCEL)

21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
(SEE SHEET 1 OF 7)

(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)

 <b>LEADING EDGE LAND SERVICES INCORPORATED</b> 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	<b>SKETCH OF DESCRIPTION</b> FOR <b>ERNIE CALDWELL PROPERTIES, LLC</b>	DATE OF DRAWING: 26 AUG 2020	
	<b>THIS IS NOT A SURVEY</b>	MANAGER: JDH	CADD: TQ
PROJECT NUMBER: 975-20009			
FIELD BOOK NUMBER: N/A			
LAST FIELD WORK: N/A			
CREW CHIEF(S):			
COMPUTER FILE: 975009PH1SD.DWG			
SCALE: 1" = 200'		SHEET 2 OF 7	



# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

NORTH LINE - NW 1/4 - NW 1/4 -  
SECTION 22, T26S, R27E  
N89°40'16"E 1316.79' - (BASIS OF BEARINGS)

LANDS OF  
POLK COUNTY  
O.R. 8975, PG. 661

LANDS OF  
ERNIE CALDWELL PROPERTIES, LLC  
O.R. 11083, PG. 516

## P.O.C.

NW CORNER - NW 1/4  
SECTION 22, T26S, R27E  
SUBJECT PARCEL  
AND LESS OUT AREA

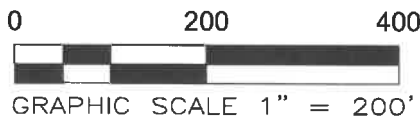
LANDS OF  
POLK COUNTY  
O.R. 7773, PG. 2162

LANDS OF  
WUSF 3 RIDGEWOOD LAKES, LLC  
WALTON ACQUISITIONS FL, LLC  
O.R. 8944, PG. 657  
O.R. 9021, PG. 661

## P.O.B.

SUBJECT PARCEL

SUBJECT PARCEL  
ASTONIA PHASE 1  
(50.107 ACRES)  
ERNIE CALDWELL  
PROPERTIES, LLC  
PARCEL#  
27-26-22-000000-031050  
O.R. 11083, PG. 516

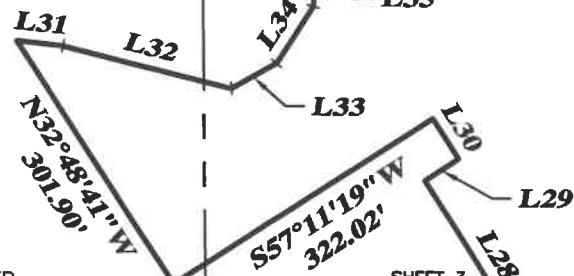


(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
(SEE SHEET 1 OF 7)

LANDS OF  
ERNIE CALDWELL  
PROPERTIES, LLC  
O.R. 11083, PG. 516



MATCHLINE

SHEET 3  
SHEET 4

MATCHLINE

SHEET 3  
SHEET 4

SHEET 3  
SHEET 5  
MATCHLINE

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200'

SHEET 3 OF 7

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730

FAX: (407) 351-9691

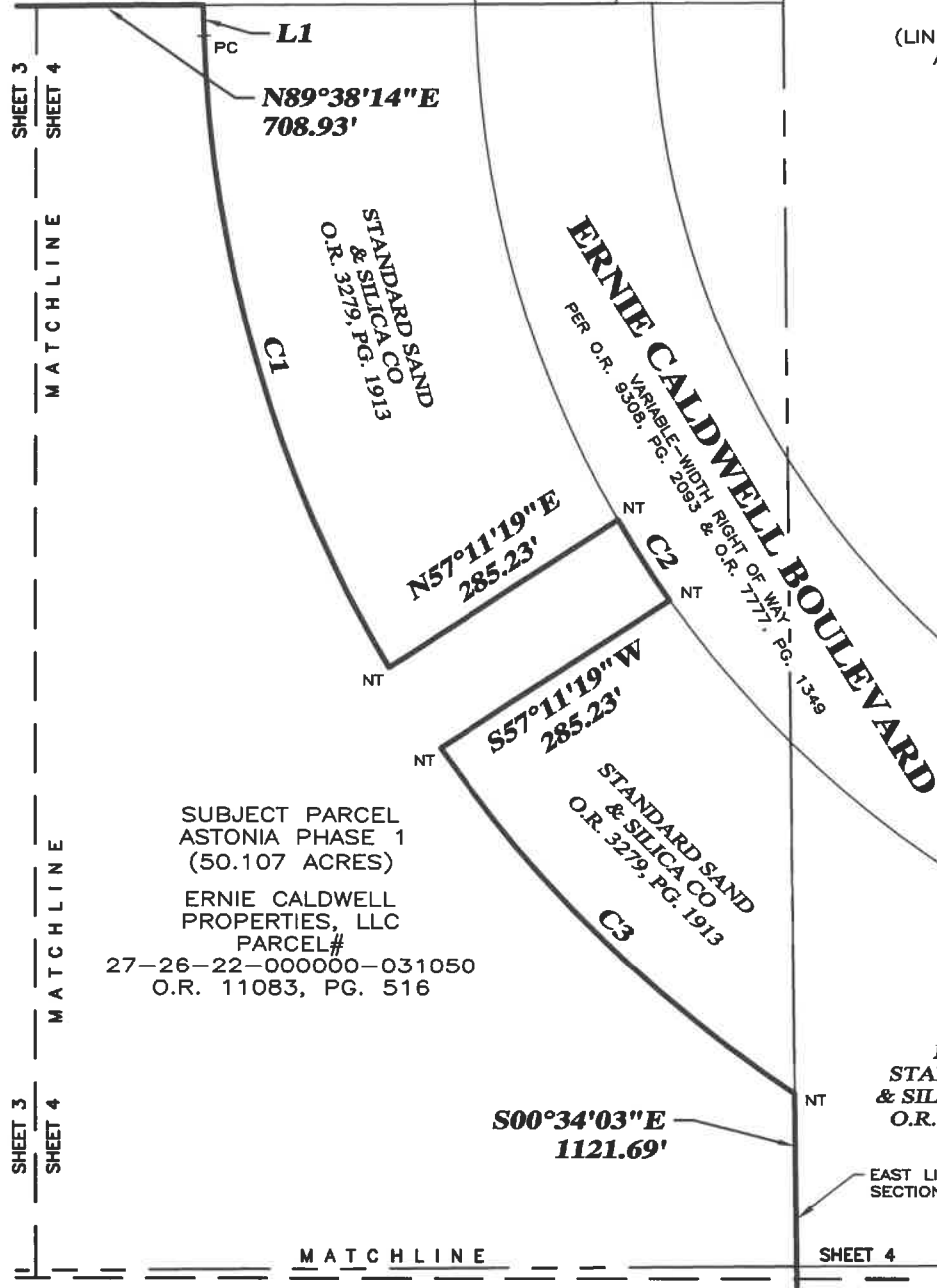
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

LANDS OF  
ERNIE CALDWELL PROPERTIES, LLC  
O.R. 11083, PG. 516



(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)



THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**  
8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

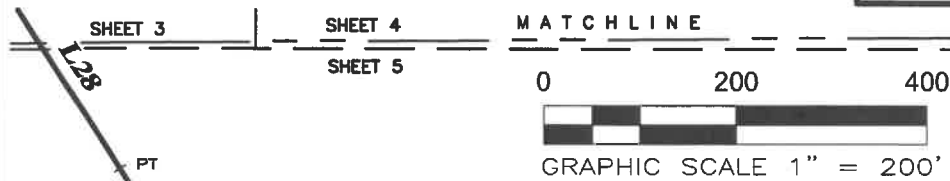
CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200' SHEET 4 OF 7

# SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA



THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEETS 6 AND 7)

SUBJECT PARCEL  
ASTONIA PHASE 1  
(50.107 ACRES)  
ERNIE CALDWELL  
PROPERTIES, LLC  
PARCEL#  
27-26-22-000000-032010  
O.R. 11075, PG. 1763

LANDS OF  
ERNIE CALDWELL  
PROPERTIES, LLC  
O.R. 11075, PG. 1763

S00°34'03"E 1121.69'

LANDS OF  
PRISCILLA A. POHL  
O.R. 3322, PG. 1556

LANDS OF  
DALE STUTESMAN  
O.R. 9263, PG. 1933

LANDS OF  
BURNELL O.  
STUTESMAN EST  
O.R. 2878, PG. 1537

LANDS OF  
ALICE D. CATES  
O.R. 7677, PG. 1132  
LANDS OF  
ALICE D. CATES  
O.R. 7609, PG. 1369

LANDS OF  
ALICE D. CATES  
O.R. 7709, PG. 1360

LANDS OF  
ALICE D. CATES  
O.R. 8320, PG. 1387

LANDS OF  
ERNIE CALDWELL  
PROPERTIES, LLC  
O.R. 11054, PG. 340

**LITTLE  
ZION ROAD**  
VARIABLE-WIDTH  
MAINTAINED  
RIGHT OF WAY  
PER M.B. 13, PG. 71

LANDS OF  
ERNIE CALDWELL  
PROPERTIES, LLC  
O.R. 11075, PG. 1763

SOUTH LINE - NW 1/4 -  
SECTION 22, T26S, R27E

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**  
8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200' SHEET 5 OF 7

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

### CURVE TABLE (SUBJECT PARCEL)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1385.00'	28°43'45"	S16°22'40"E	687.21'	694.46'
C2	1100.00'	5°12'38"	S32°48'41"E	100.00'	100.03'
C3	1385.00'	21°30'05"	S45°37'51"E	516.70'	519.75'
C4	620.00'	32°39'07"	N16°29'07"W	348.57'	353.33'
C5	75.00'	67°30'00"	N23°26'19"E	83.34'	88.36'
C6	39.00'	20°21'45"	N42°59'33"W	13.79'	13.86'

### LINE TABLE (SUBJECT PARCEL)

LINE	BEARING	DISTANCE
L1	S02°00'48"E	31.96'
L2	S00°34'03"E	4.93'
L3	N86°53'43"W	12.69'
L4	N87°23'02"W	65.40'
L5	S87°44'53"W	34.73'
L6	S82°19'26"W	41.07'
L7	S73°10'25"W	16.81'
L8	S70°46'24"W	24.09'
L9	S70°28'57"W	16.64'
L10	S61°58'48"W	36.62'
L11	S57°16'53"W	63.50'
L12	S46°20'51"W	35.85'
L13	S35°40'32"W	14.37'
L14	S35°36'06"W	15.07'
L15	S29°16'16"W	33.67'
L16	S28°02'33"W	100.08'
L17	S29°35'32"W	41.20'
L18	S37°51'45"W	60.25'
L19	S48°18'53"W	16.90'
L20	S56°17'21"W	18.08'
L21	S62°22'59"W	10.29'
L22	S89°37'17"W	165.14'
L23	S00°24'07"E	17.27'
L24	S89°49'44"W	51.17'
L25	S89°15'22"W	66.91'
L26	N00°09'33"W	30.86'
L27	S89°50'27"W	65.00'
L28	N32°48'41"W	290.85'
L29	N57°11'19"E	42.02'
L30	N32°48'41"W	50.00'
L31	S84°02'35"E	48.65'
L32	S75°56'59"E	181.51'
L33	N60°44'45"E	53.95'

### LINE TABLE (SUBJECT PARCEL)

LINE	BEARING	DISTANCE
L34	N32°45'20"E	71.17'
L35	N03°39'25"E	67.11'
L36	N28°10'46"W	57.39'
L37	N45°12'14"W	106.56'
L38	N18°15'18"W	66.03'
L39	N00°00'00"W	52.65'
L40	N67°35'56"E	54.14'
L41	N57°11'19"E	142.00'
L42	N32°48'53"W	20.03'
L43	N53°10'25"W	96.46'
L44	S55°30'29"W	126.13'

(LINE - CURVE TABLE, SURVEYORS NOTES  
AND LEGEND ON SHEET 7 OF 7)

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**  
8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF LEGAL DESCRIPTION  
FOR  
ERNIE CALDWELL PROPERTIES, LLC

THIS IS NOT  
A SURVEY

DATE OF DRAWING: 26 AUG 2020

MANAGER: JDH

CADD: TQ

PROJECT NUMBER: 975-20009

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S):

COMPUTER FILE: 975009PH1SD.DWG

SCALE: 1" = 200'

SHEET 6 OF 7

## SKETCH OF DESCRIPTION ASTONIA PHASE 1

OF ERNIE CALDWELL PROPERTIES, LLC,  
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA

### CURVE TABLE (LESS OUT AREA)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C7	25.00'	90°00'00"	N12°11'19"E	35.36'	39.27'

### LINE TABLE (LESS OUT AREA)

LINE	BEARING	DISTANCE
L45	S57°11'19"W	52.00'
L46	S32°48'41"E	50.00'
L47	S57°11'19"W	115.00'
L48	N57°11'19"E	90.00'
L49	N57°11'19"E	90.00'

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON


### LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
NGS	NATIONAL GEODETIC SURVEY
NAD	NORTH AMERICAN DATUM
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
R/W	RIGHT-OF-WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TARGET

## SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR THE ASTONIA PHASE 1 BOUNDARY.
2. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE NORTH LINE - NW 1/4 - NW 1/4 - SECTION 22, T26S, R27E, WHICH BEARS N89°40'16"E.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 7)

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b></p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809</p> <p>PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgeels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<b>SKETCH OF LEGAL DESCRIPTION FOR ERNIE CALDWELL PROPERTIES, LLC</b>	DATE OF DRAWING: 26 AUG 2020 MANAGER: JDH      CADD: TQ PROJECT NUMBER: 975-20009 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): COMPUTER FILE: 975009PH1SD.DWG SCALE: 1" = 200'      SHEET 7 OF 7
	THIS IS NOT A SURVEY	

## Deed Report

Wed Aug 26 09:57:52 2020

Deed Name: 975009PH1SD

Starting Coordinates: Northing 1411375.6319, Easting 784042.2675

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 89°38'14" E	708.9285	LINE					
S 02°00'48" E	31.9641	LINE					
S 16°22'40" E	687.2118	CURVE L	1385.000	694.4640	28°43'45"	354.6948	
							Rad-In: N 87°59'12" E Rad-Out: N 59°15'27" E
N 57°11'19" E	285.2341	LINE					
S 32°48'41" E	100.0000	CURVE L	1100.000	100.0345	5°12'38"	50.0517	
							Rad-In: N 59°47'38" E Rad-Out: N 54°35'00" E
S 57°11'19" W	285.2341	LINE					
S 45°37'51" E	516.7036	CURVE L	1385.000	519.7480	21°30'05"	262.9674	
							Rad-In: N 55°07'11" E Rad-Out: N 33°37'06" E
S 00°34'03" E	1121.694	LINE					
S 00°34'03" E	4.9348	LINE					
N 86°53'43" W	12.6864	LINE					
N 87°23'02" W	65.4001	LINE					
S 87°44'53" W	34.7298	LINE					
S 82°19'26" W	41.0721	LINE					
S 73°10'25" W	16.8124	LINE					
S 70°46'24" W	24.0899	LINE					
S 70°28'57" W	16.6397	LINE					
S 61°58'48" W	36.6231	LINE					
S 57°16'53" W	63.5000	LINE					
S 46°20'51" W	35.8508	LINE					
S 35°40'32" W	14.3729	LINE					
S 35°36'06" W	15.0678	LINE					
S 29°16'16" W	33.6656	LINE					
S 28°02'33" W	100.0840	LINE					
S 29°35'32" W	41.1953	LINE					
S 37°51'45" W	60.2536	LINE					
S 48°18'53" W	16.9000	LINE					
S 56°17'21" W	18.0805	LINE					
S 62°22'59" W	10.2853	LINE					
S 89°37'17" W	165.1362	LINE					
S 00°24'07" E	17.2675	LINE					
S 89°49'44" W	51.1740	LINE					
S 89°15'22" W	66.9135	LINE					
N 00°09'33" W	30.8624	LINE					
S 89°50'27" W	65.0000	LINE					
N 00°09'33" W	811.7922	LINE					
N 16°29'07" W	348.5673	CURVE L	620.0000	353.3292	32°39'07"	181.6064	
							Rad-In: S 89°50'27" W Rad-Out: S 57°11'19" W
N 32°48'41" W	290.8466	LINE					
N 57°11'19" E	42.0204	LINE					
N 32°48'41" W	50.0000	LINE					



S 57°11'19" W 322.0204 LINE  
 N 32°48'41" W 301.9026 LINE  
 S 84°02'35" E 48.6452 LINE  
 S 75°56'59" E 181.5135 LINE  
 N 60°44'45" E 53.9471 LINE  
 N 32°45'20" E 71.1667 LINE  
 N 03°39'25" E 67.1140 LINE  
 N 28°10'46" W 57.3899 LINE  
 N 45°12'14" W 106.5587 LINE  
 N 18°15'18" W 66.0259 LINE  
 N 00°00'00" W 52.6464 LINE  
 N 67°35'56" E 54.1444 LINE  
 N 23°26'19" E 83.34 CURVE R 75.0000 88.36 67°30'00"  
 Rad-In: N 79°41'19" E Rad-Out: S 48°20'21" E  
 N 57°11'19" E 142.0012 LINE  
 N 32°48'53" W 20.0289 LINE  
 N 42°59'33" W 13.7874 CURVE L 39.0000 13.8602 20°21'45" 7.0040  
 Rad-In: S 57°11'19" W Rad-Out: S 36°49'35" W  
 N 53°10'25" W 96.4572 LINE  
 S 55°30'29" W 126.1321 LINE  
 N 00°20'51" W 529.3588 LINE

Ending Coordinates: Northing 1411375.6319, Easting 784042.2674

Area: 2224513.11 S.F., 51.0678 Acres  
 Total Perimeter Distance> 8753.1582  
 Closure Error Distance> 0.0001 Error Bearing> N 75°35'55" W  
 Closure Precision> 1 in 91156501.5

Deed Report

Wed Aug 26 13:36:27 2020

Deed Name: 975009PH1SD\_LESS OUT

Starting Coordinates: Northing 1410762.7761, Easting 784230.2924

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
S 32°48'41" E	365.0000	LINE					
S 57°11'19" W	115.0000	LINE					
N 32°48'41" W	340.0000	LINE					
N 12°11'19" E	35.3553	CURVE R	25.0000	39.2699	90°00'00"	25.0000	
							Rad-In: N 57°11'19" E Rad-Out: S 32°48'41" E
N 57°11'19" E	90.0000	LINE					

Ending Coordinates: Northing 1410762.7761, Easting 784230.2924

Area: 41840.87 S.F., 0.9605 Acres

Total Perimeter Distance> 949.2699

Closure Error Distance> 0.0000 Error Bearing> S 12°11'18" W

Closure Precision> 1 in 24303141.7

**Exhibit D:**  
**Maturities and Coupons of Assessment Area One Bonds**

BOND SUMMARY STATISTICS

Astonia Community Development District  
Special Assessment Bonds, Series 2020

Dated Date	09/24/2020
Delivery Date	09/24/2020
Last Maturity	05/01/2051
Arbitrage Yield	4.011557%
True Interest Cost (TIC)	4.174708%
Net Interest Cost (NIC)	4.107890%
All-In TIC	4.646047%
Average Coupon	3.954901%
Average Life (years)	18.938
Weighted Average Maturity (years)	18.878
Duration of Issue (years)	12.694
Par Amount	3,830,000.00
Bond Proceeds	3,795,631.80
Total Interest	2,868,633.92
Net Interest	2,979,602.12
Total Debt Service	6,698,633.92
Maximum Annual Debt Service	220,403.13
Average Annual Debt Service	218,889.74
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	97.102658

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	300,000.00	99.783	2.750%	3.153
Term 2	435,000.00	100.000	3.375%	7.683
Term 3	1,155,000.00	100.000	4.000%	15.425
Term 4	1,940,000.00	98.262	4.000%	25.995
	3,830,000.00			18.938

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,830,000.00	3,830,000.00	3,830,000.00
+ Accrued Interest			
+ Premium (Discount)	-34,368.20	-34,368.20	-34,368.20
- Underwriter's Discount	-76,600.00	-76,600.00	
- Cost of Issuance Expense		-208,792.48	
- Other Amounts			
Target Value	3,719,031.80	3,510,239.32	3,795,631.80
Target Date	09/24/2020	09/24/2020	09/24/2020
Yield	4.174708%	4.646047%	4.011557%

**Exhibit E:**  
**Sources and Uses of Funds for Assessment Are One Bonds**

SOURCES AND USES OF FUNDS

Astonia Community Development District  
Special Assessment Bonds, Series 2020

Sources:

Bond Proceeds:	
Par Amount	3,830,000.00
Original Issue Discount	-34,368.20
	3,795,631.80
	3,795,631.80

Uses:

Other Fund Deposits:	
DSRF (MADS w/ release)	220,403.13
Capitalized Interest Fund (thru 5/1/2021)	88,446.34
	308,849.47
Delivery Date Expenses:	
Cost of Issuance	208,792.48
Underwriter's Discount	76,600.00
	285,392.48
Other Uses of Funds:	
Construction Fund	3,201,389.85
	3,795,631.80
	3,795,631.80

**Exhibit F:**  
**Annual Debt Service Payment Due on Assessment Area One Bonds**  
 BOND DEBT SERVICE

Astonia Community Development District  
 Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021			88,446.34	88,446.34	
11/01/2021			73,365.63	73,365.63	161,811.97
05/01/2022	70,000	2.750%	73,365.63	143,365.63	
11/01/2022			72,403.13	72,403.13	215,768.76
05/01/2023	75,000	2.750%	72,403.13	147,403.13	
11/01/2023			71,371.88	71,371.88	218,775.01
05/01/2024	75,000	2.750%	71,371.88	146,371.88	
11/01/2024			70,340.63	70,340.63	216,712.51
05/01/2025	80,000	2.750%	70,340.63	150,340.63	
11/01/2025			69,240.63	69,240.63	219,581.26
05/01/2026	80,000	3.375%	69,240.63	149,240.63	
11/01/2026			67,890.63	67,890.63	217,131.26
05/01/2027	85,000	3.375%	67,890.63	152,890.63	
11/01/2027			66,456.25	66,456.25	219,346.88
05/01/2028	85,000	3.375%	66,456.25	151,456.25	
11/01/2028			65,021.88	65,021.88	216,478.13
05/01/2029	90,000	3.375%	65,021.88	155,021.88	
11/01/2029			63,503.13	63,503.13	218,525.01
05/01/2030	95,000	3.375%	63,503.13	158,503.13	
11/01/2030			61,900.00	61,900.00	220,403.13
05/01/2031	95,000	4.000%	61,900.00	156,900.00	
11/01/2031			60,000.00	60,000.00	216,900.00
05/01/2032	100,000	4.000%	60,000.00	160,000.00	
11/01/2032			58,000.00	58,000.00	218,000.00
05/01/2033	105,000	4.000%	58,000.00	163,000.00	
11/01/2033			55,900.00	55,900.00	218,900.00
05/01/2034	110,000	4.000%	55,900.00	165,900.00	
11/01/2034			53,700.00	53,700.00	219,600.00
05/01/2035	115,000	4.000%	53,700.00	168,700.00	
11/01/2035			51,400.00	51,400.00	220,100.00
05/01/2036	115,000	4.000%	51,400.00	166,400.00	
11/01/2036			49,100.00	49,100.00	215,500.00
05/01/2037	120,000	4.000%	49,100.00	169,100.00	
11/01/2037			46,700.00	46,700.00	215,800.00
05/01/2038	125,000	4.000%	46,700.00	171,700.00	
11/01/2038			44,200.00	44,200.00	215,900.00
05/01/2039	130,000	4.000%	44,200.00	174,200.00	
11/01/2039			41,600.00	41,600.00	215,800.00
05/01/2040	140,000	4.000%	41,600.00	181,600.00	
11/01/2040			38,800.00	38,800.00	220,400.00
05/01/2041	145,000	4.000%	38,800.00	183,800.00	
11/01/2041			35,900.00	35,900.00	219,700.00
05/01/2042	150,000	4.000%	35,900.00	185,900.00	
11/01/2042			32,900.00	32,900.00	218,800.00
05/01/2043	155,000	4.000%	32,900.00	187,900.00	
11/01/2043			29,800.00	29,800.00	217,700.00
05/01/2044	160,000	4.000%	29,800.00	189,800.00	
11/01/2044			26,600.00	26,600.00	216,400.00
05/01/2045	170,000	4.000%	26,600.00	196,600.00	
11/01/2045			23,200.00	23,200.00	219,800.00
05/01/2046	175,000	4.000%	23,200.00	198,200.00	
11/01/2046			19,700.00	19,700.00	217,900.00
05/01/2047	180,000	4.000%	19,700.00	199,700.00	
11/01/2047			16,100.00	16,100.00	215,800.00
05/01/2048	190,000	4.000%	16,100.00	206,100.00	

BOND DEBT SERVICE

Astoria Community Development District  
Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2048			12,300.00	12,300.00	218,400.00
05/01/2049	195,000	4.000%	12,300.00	207,300.00	
11/01/2049			8,400.00	8,400.00	215,700.00
05/01/2050	205,000	4.000%	8,400.00	213,400.00	
11/01/2050			4,300.00	4,300.00	217,700.00
05/01/2051	215,000	4.000%	4,300.00	219,300.00	
11/01/2051					219,300.00
	3,830,000		2,868,633.92	6,698,633.92	6,698,633.92



# SECTION A

This Instrument Prepared by  
and return to:

This space reserved for use by the  
Clerk of the Circuit Court

Michelle K. Rigoni, Esq.  
HOPPING GREEN & SAMS P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

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**ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2020  
(ASSESSMENT AREA ONE PROJECT)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Astonia Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2020-28, 2020-29, 2020-36 and Resolution No. 2020-42 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area One Project described in such Assessment Resolutions. Said assessments are pledged to secure the Astonia Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project) (“Assessment Area One Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology Report*, dated February 13, 2020 (“Master Report”), as supplemented by that *Supplemental Assessment Methodology*, dated September 3, 2020 (the “Supplemental Report” and, together with the Master Report, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Astonia Community Development District, c/o Governmental Management

Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT**

**AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF  
RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND  
ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY  
OTHER APPLICABLE LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed and effective as of the 9<sup>th</sup> day  
of September, 2020, and recorded in the Official Records of Polk County, Florida.

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Harold. R. Baxter  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 September, 2020, by Harold R. Baxter as Chairperson of the  
Board of Supervisors for the Astonia Community Development District.

[notary seal]

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

**EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE

LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36



FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E,  
A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

## SECTION VI

# SECTION A

**AGREEMENT BY AND BETWEEN THE  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT AND  
ERNIE CALDWELL PROPERTIES, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**(ASSESSMENT AREA ONE PROJECT, SERIES 2020)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 24<sup>th</sup> day of September, 2020, by and between:

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

**ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Polk County, 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, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, Developer is the owner and developer of the lands within the District (“Assessment Area One”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area One 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 *Engineer’s Report for Capital Improvements*, dated February 3, 2020, as further supplemented by that *Supplemental Engineer’s Report for Capital Improvements*, dated May 14, 2020, attached to this Agreement as **Composite Exhibit B** (together, the “Engineer’s Report”) and the estimated costs of the portion of the Improvements, described as “Phase 1” in the Engineer’s Report (the “Assessment Area One Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on Assessment Area One within the District (the “Assessment Area One Special Assessments”), to secure financing for a portion of the construction of the Assessment Area One Project described in **Composite Exhibit B**, and has validated \$23,500,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area One Project; and

**WHEREAS**, the District intends to finance all or a portion of the Assessment Area One Project through the anticipated issuance of its Astoria Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project), in the principal amount of \$3,830,000.00 (the “Assessment Area One Bonds”); and

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

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

**WHEREAS**, in order to ensure that the Assessment Area One 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 \$3,830,000.00 in Assessment Area One Bonds to fund the Assessment Area One 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 One Project, over and above the amount of the Assessment Area One 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 One Bonds will provide only a portion of the funds necessary to complete the Assessment Area One Project. Therefore, Developer hereby agrees to complete the Assessment Area One 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 One 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 One 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 One 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 One 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 One 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 debt special assessments upon Assessment Area One benefitted by the Assessment Area One Project.

**(c) (i)** The Developer agrees that all developable lands within Assessment Area One, including Developer’s property, benefit from the timely design, construction, or acquisition



of the Assessment Area One Project.

(ii) Developer agrees that the Assessment Area One Special Assessments which were imposed on Assessment Area One within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area One, which Assessment Area One Special 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 \$3,830,000.00 par amount of Assessment Area One Bonds and use of the proceeds thereof to fund a portion of the Assessment Area One Project, and (b) the scope, configuration, size and/or composition of the Assessment Area One 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 One 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 One Bonds then outstanding, with respect to material amendments.

**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: Astonia Community Development District  
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: Ernie Caldwell Properties, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Robert J. Adams

With a copy to: Peterson & Myers, P.A.  
225 E. Lemon St.  
Lakeland, Florida 33801  
Attn: Bart Allen

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 One 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 One 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.

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

ATTEST:

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Harold R. Baxter  
Chairperson, Board of Supervisors

WITNESS:

**ERNIE CALDWELL PROPERTIES,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Robert J. Adams, Manager

**Exhibit A:**  
**Composite Exhibit B:**

Legal Description of Assessment Area One  
*Engineer's Report for Capital Improvements*, dated February 3,  
2020, as further supplemented by that *Supplemental Engineer's  
Report for Capital Improvements*, dated May 14, 2020

## EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A

DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.



## **COMPOSITE EXHIBIT B – ENGINEER’S REPORT**

*[To be attached]*

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**February 3, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER’S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the “District”) is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the “County”). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots (289 – 40 foot wide lots and 392 – 50 foot wide lots), recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes (289 – 40 foot wide lots and 392 – 50 foot wide lots) and associated infrastructure (“Development”). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development). The Development will be constructed in one phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).



There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (681 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	March 2020
Construction Permits	March 2020
Polk County Health Department Water	March 2020
FDEP Sewer	March 2020
FDEP NOI	March 2020
ACOE	N/A

## **VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## **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.

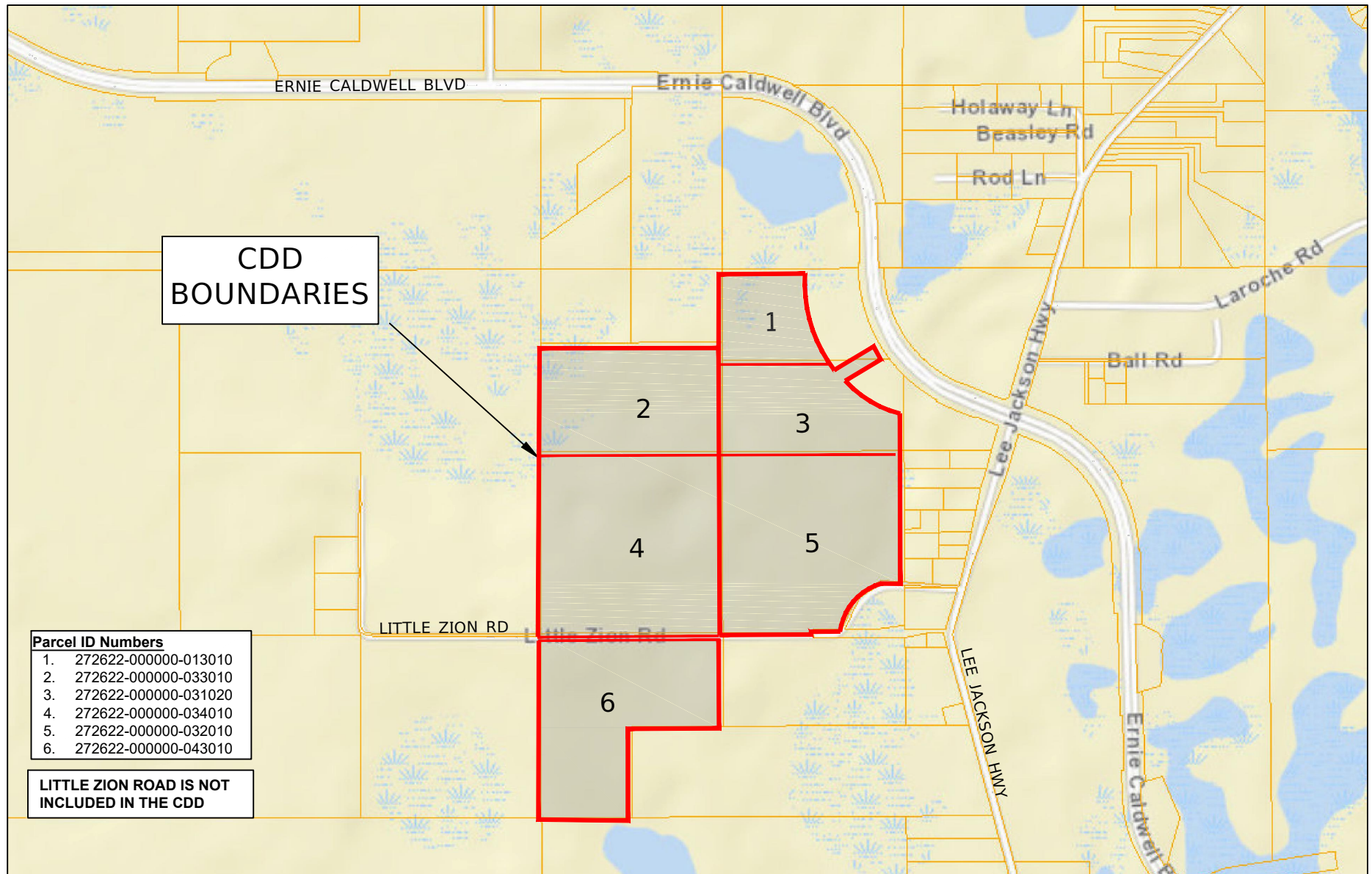
## **IX. CONCLUSION**

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.





1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

# EXHIBIT 1 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP



NO  
SCALE

## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

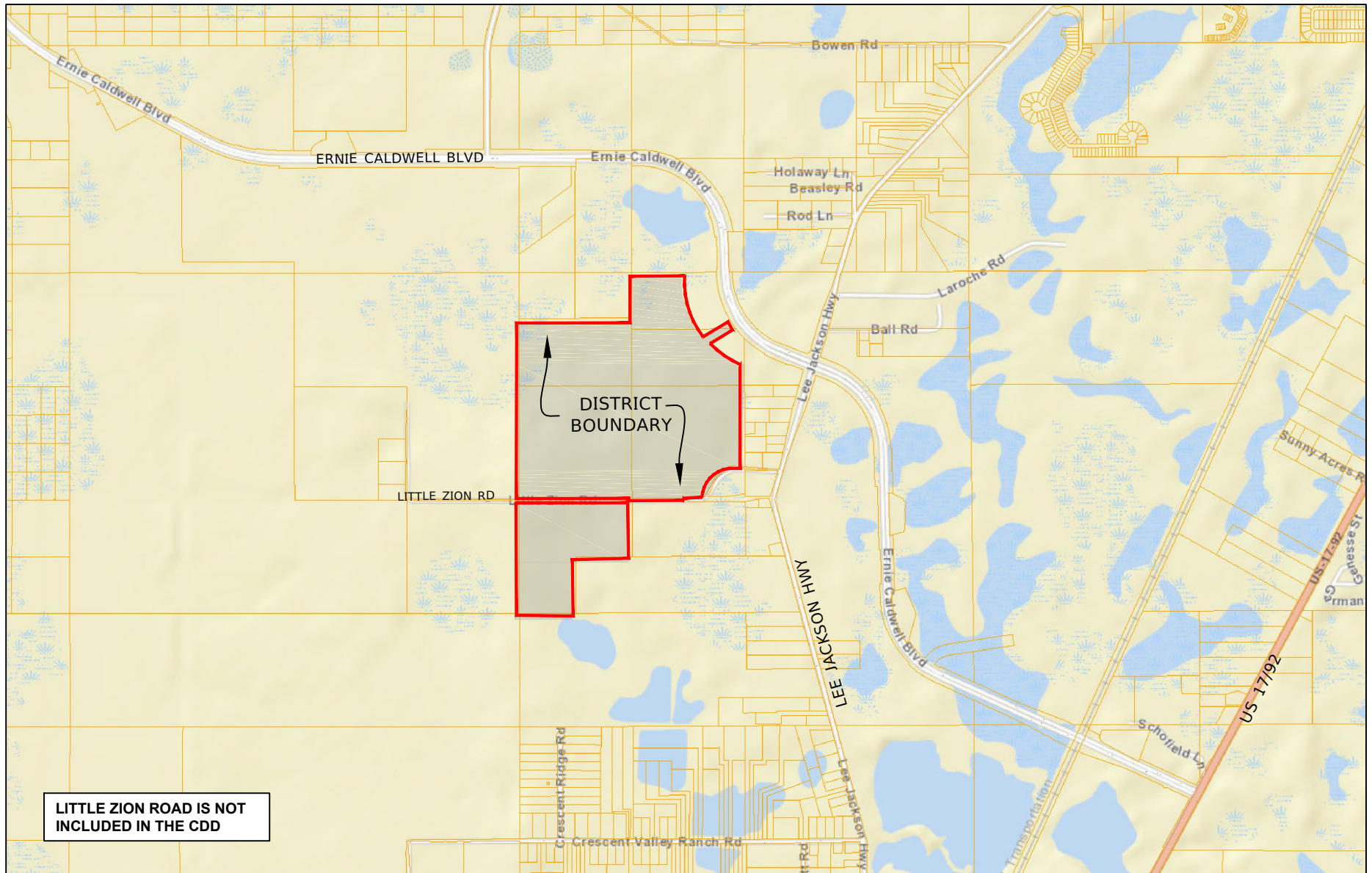
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





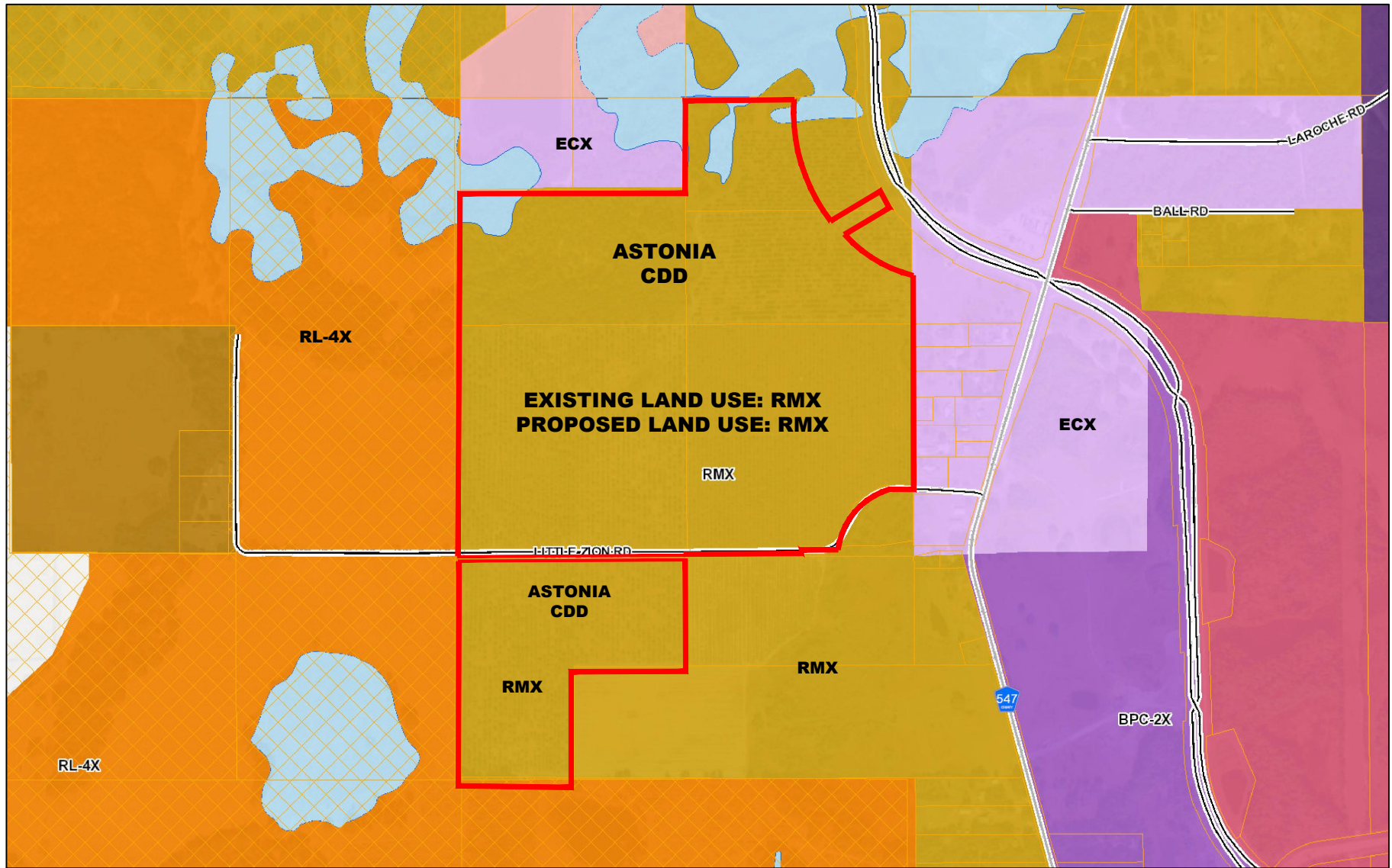
# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP



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NO  
SCALE



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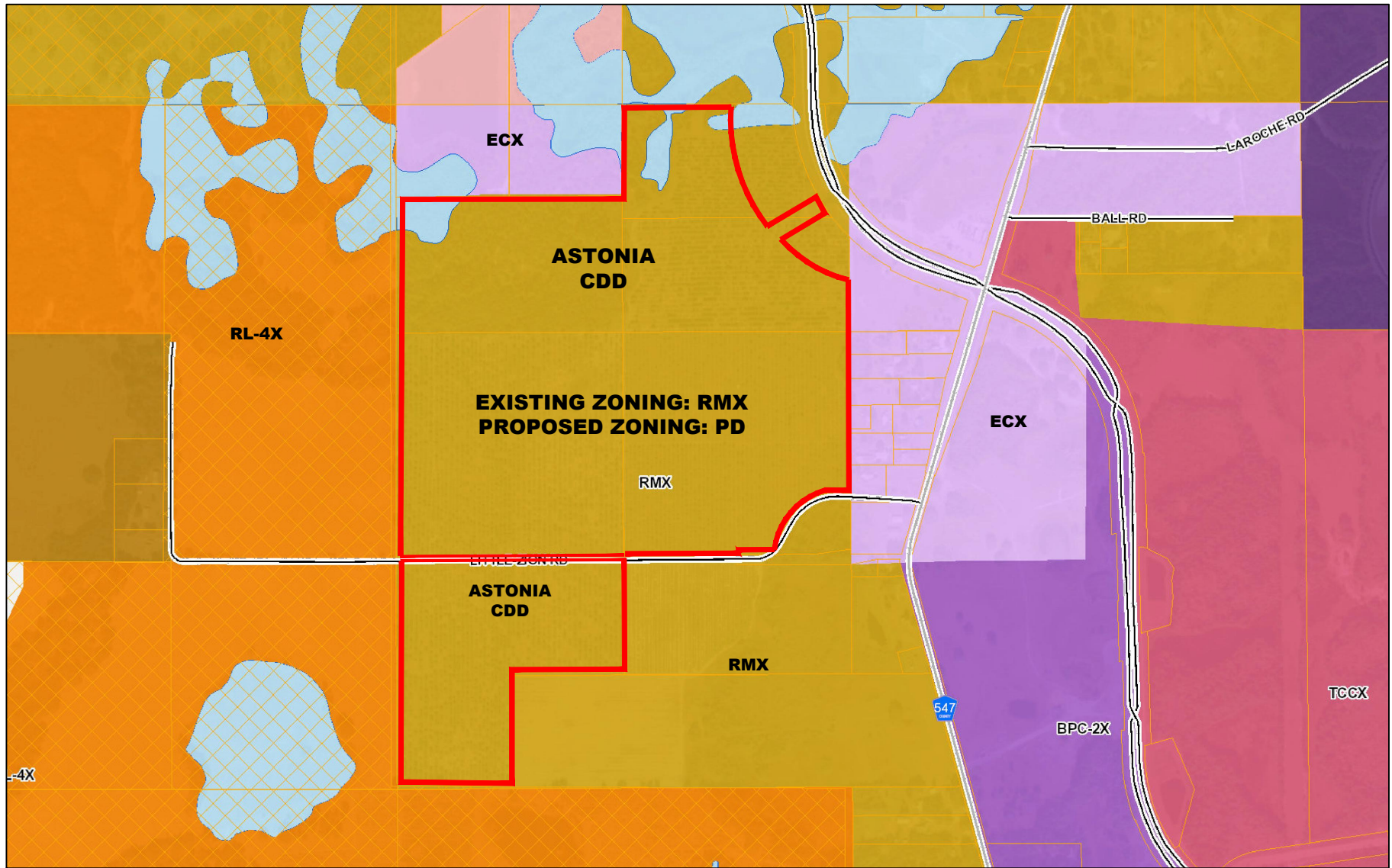
**LEGEND**

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

**EXHIBIT 5**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY FUTURE LAND USE MAP**







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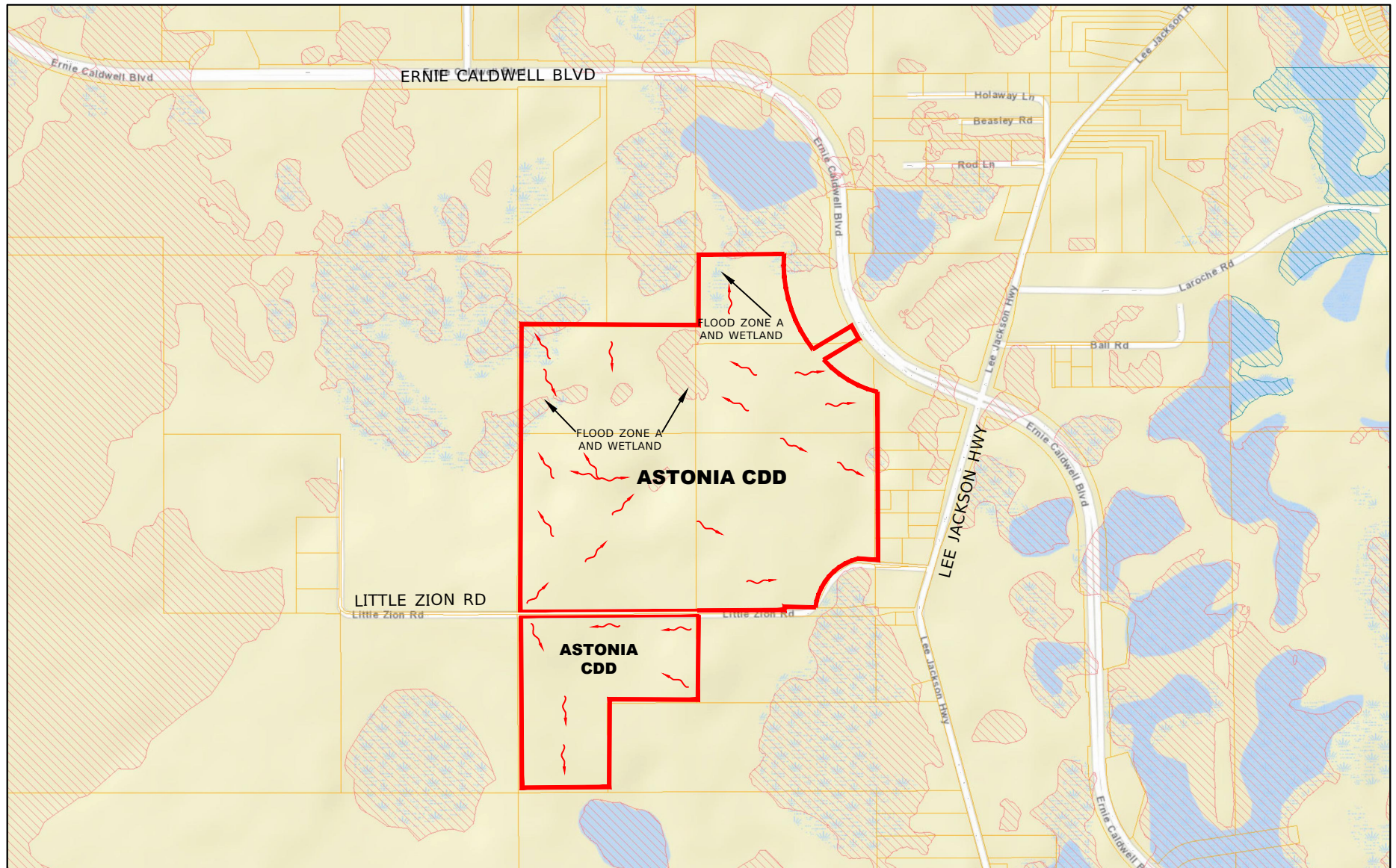
#### LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

## EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP







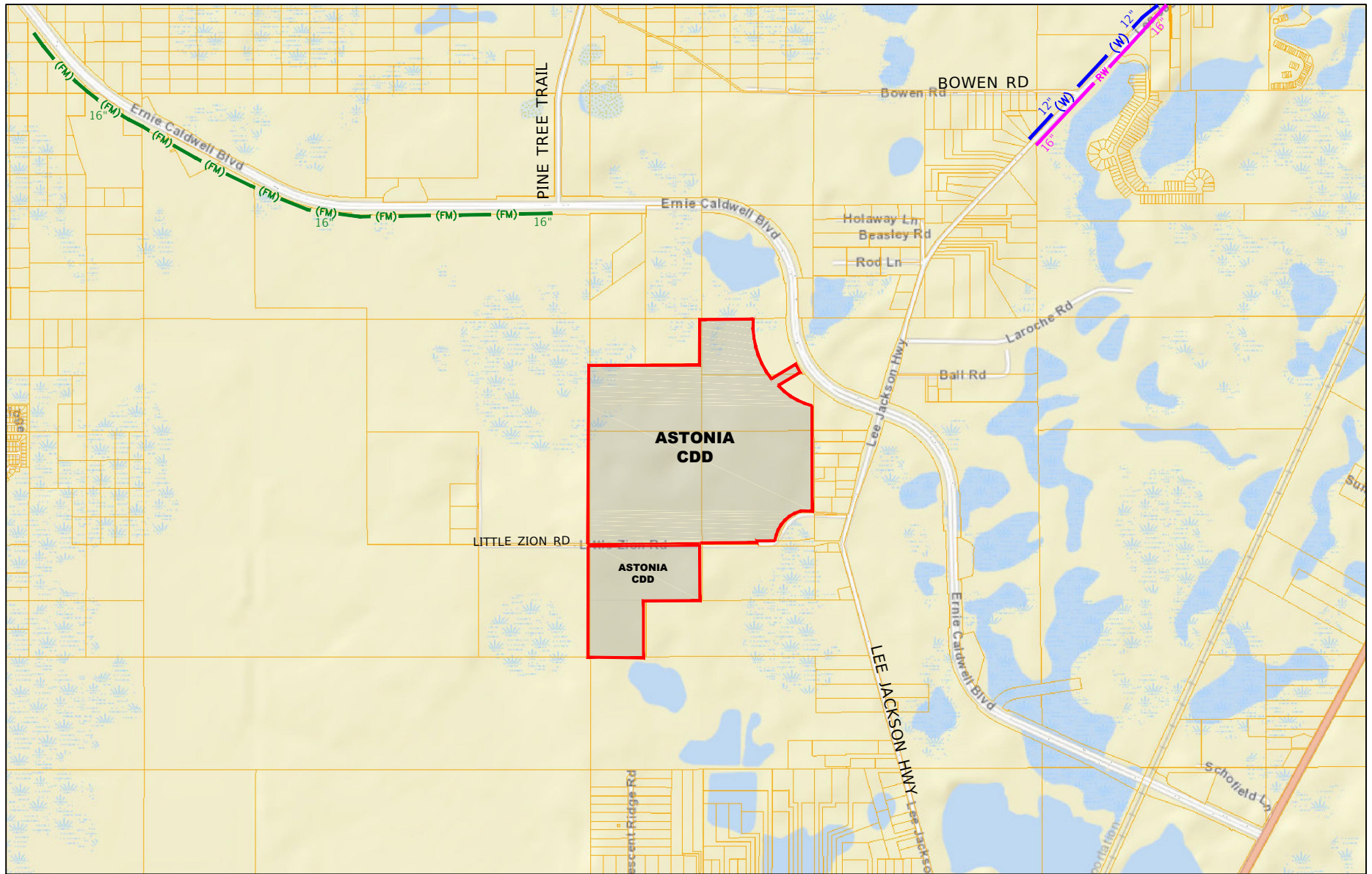
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 EMAIL: INFO@WOODCIVIL.COM

## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND  
 FLOW DIRECTION







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#### LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 16" FORCE MAIN
- RW — EXISTING 16" RECLAIM WATER MAIN

## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP



NO  
SCALE



**Composite Exhibit 7**  
**Astoria CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b> <sup>(1)(9)</sup>	<b><u>Total</u></b> <b><u>(681 Lots)*</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 1,600,000.00
Contingency	\$ 800,000.00
<b>TOTAL</b>	<b>\$18,100,000.00</b>

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.

\*289 – 40 foot wide lots

392 – 50 foot wide lots

**Composite Exhibit 8**  
**Astoria CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

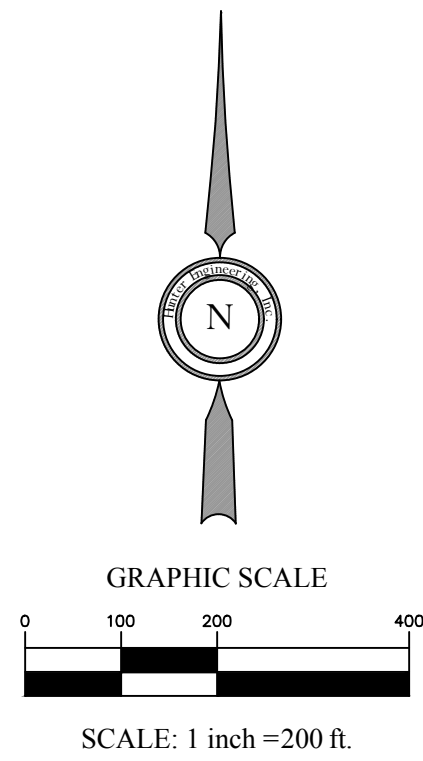
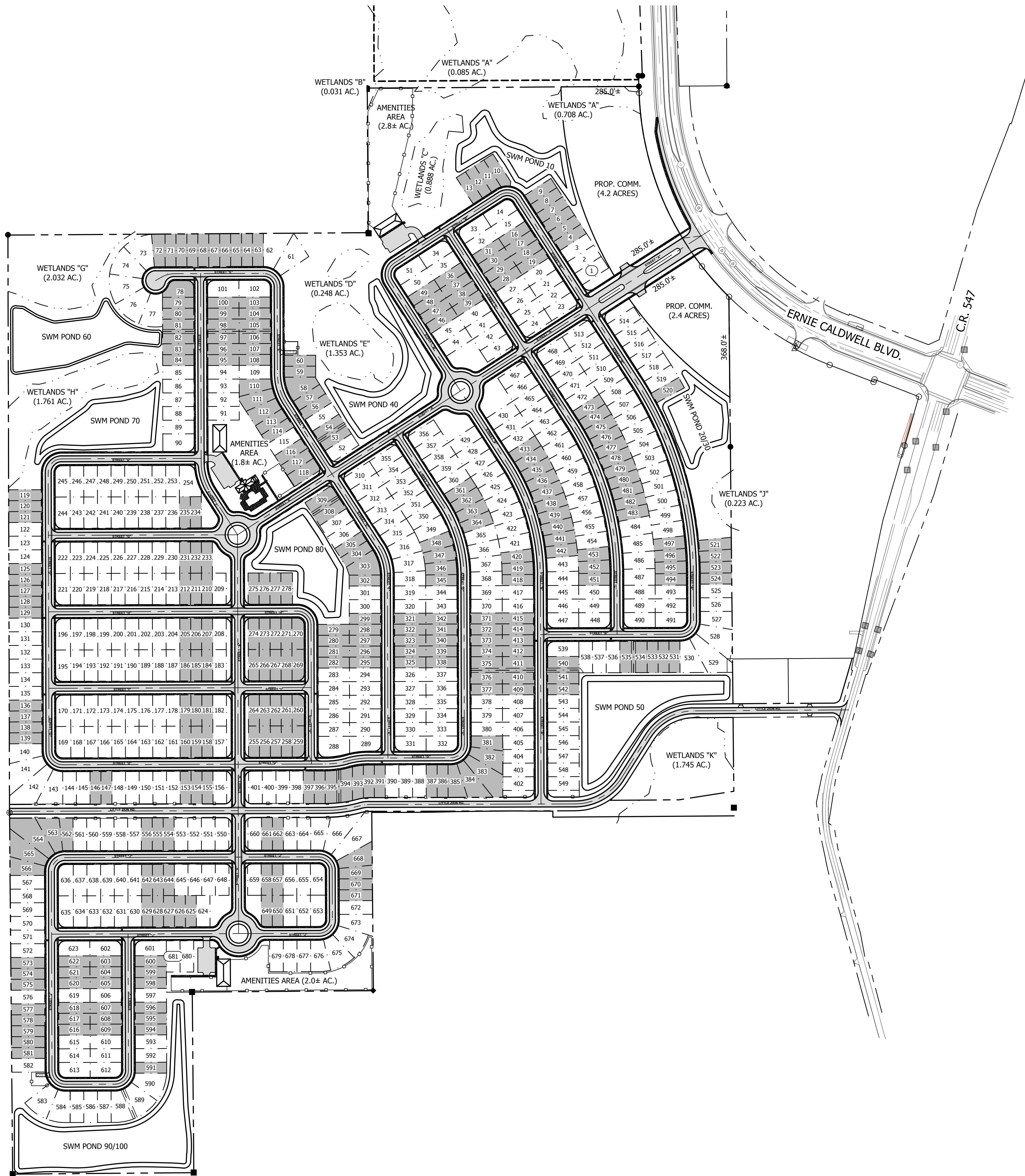
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

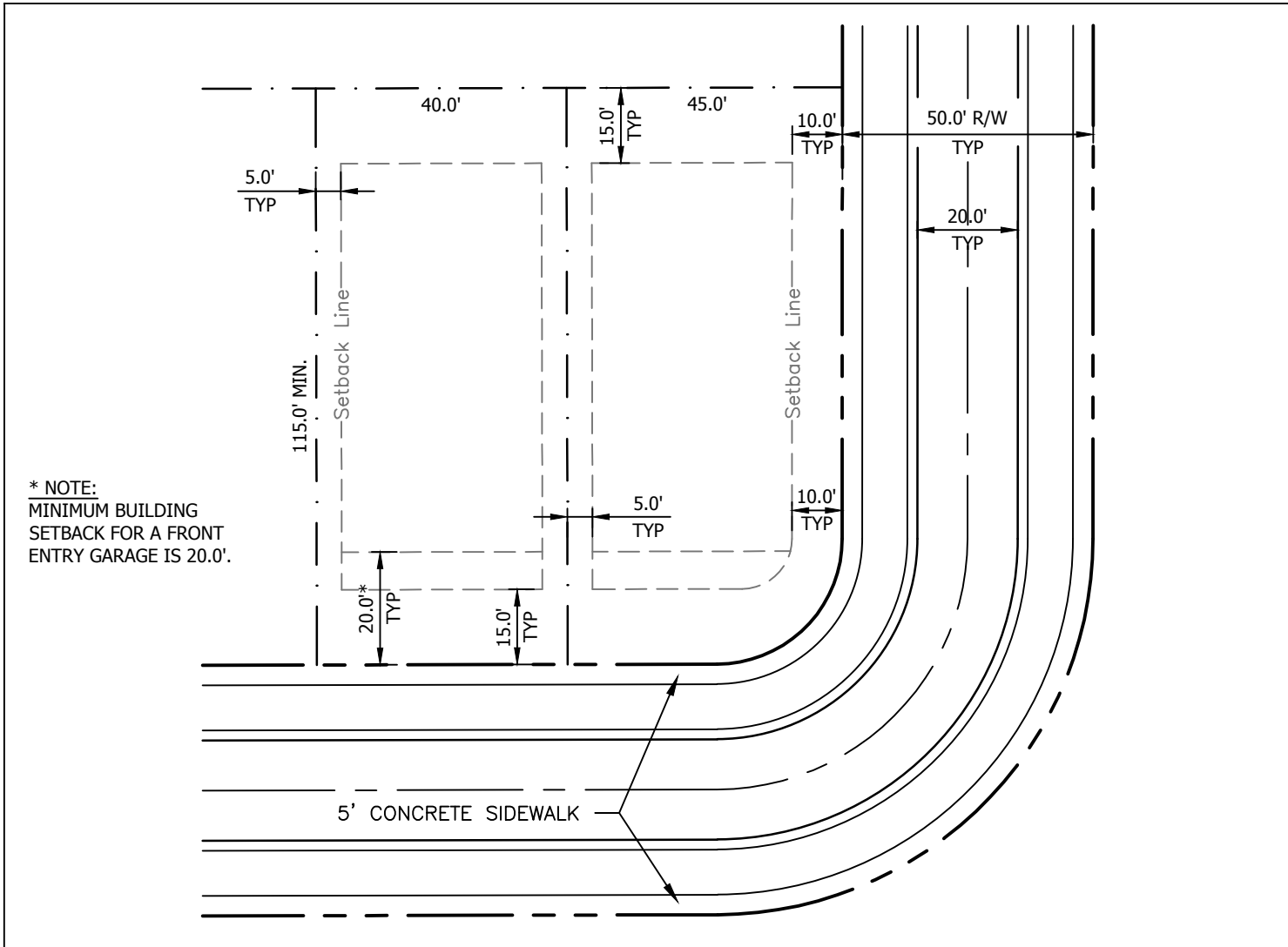


X:\Jobs\2019\19-013 - Astonia - ECG South Drawings\Astonia-Corst-10.dwg

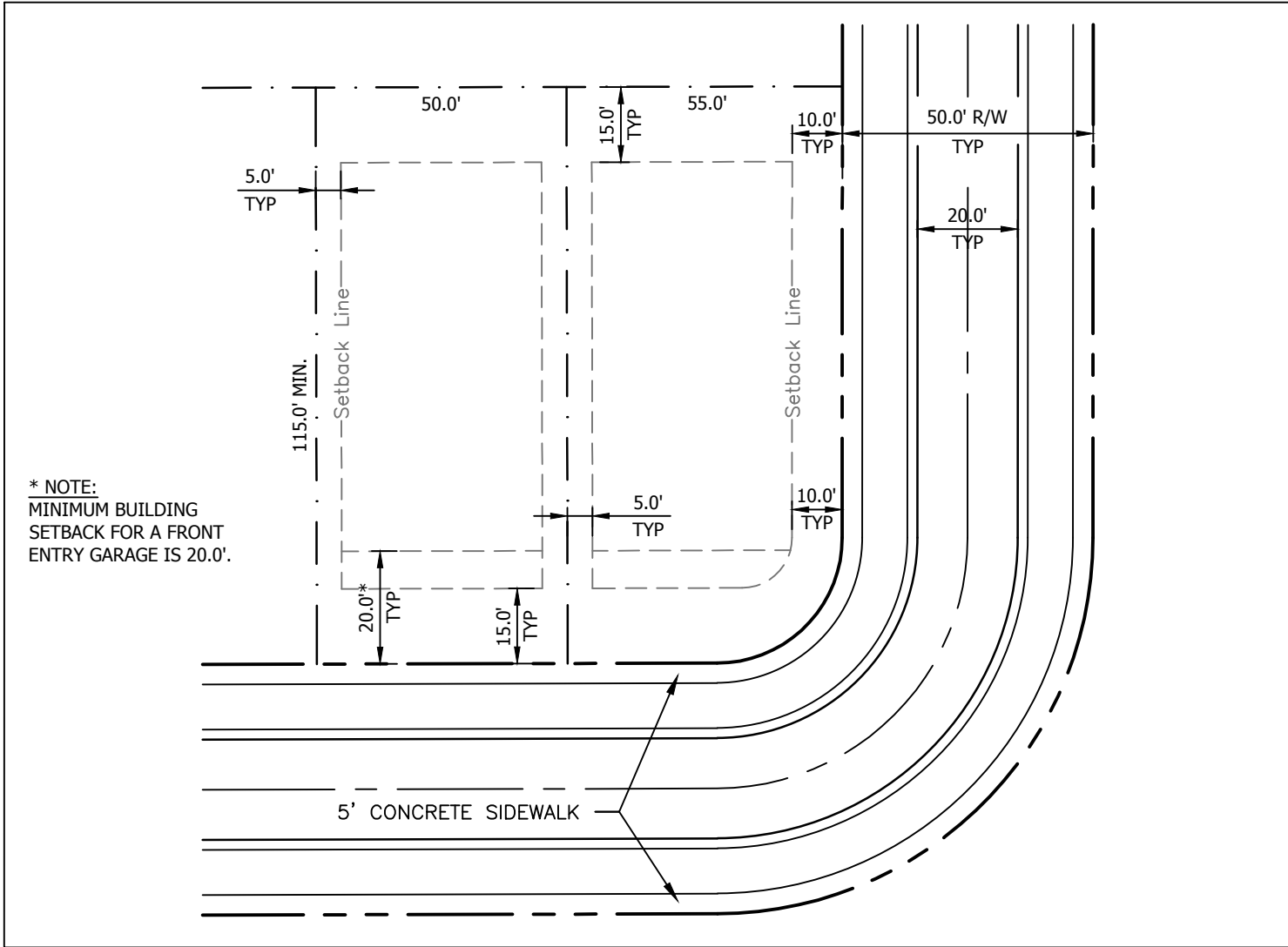


SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

NOTE:

IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.

OVERALL DEVELOPMENT  
PLAN

H  
HUNTER  
ENGINEERING  
4900 Dundee Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For  
ERNIE CALDWELL PROPERTIES, LLC.  
3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-619-7103

Construction Plans  
For  
Astonia Subdivision  
Davenport, Florida

Date: December 24, 2019

Project No.: 19-013

Not Valid Without Engineer's Seal  
BRYAN A. HUNTER  
LICENSED  
No. 53168  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
This item has been digitally signed and sealed by  
Bryan A. Hunter using a digital signature on the  
date indicated. Printed copies of this  
document are not considered signed and sealed  
and the signature must be verified on any  
electronic copies.

Bryan A. Hunter, P.E.  
Reg. No. 53168  
C.A. #8394

C104



**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**May 14, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**SUPPLEMENTAL ENGINEER'S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the "District") is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the "County"). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development) The Development will be constructed in three Phases. (Phase 1- 191 lots, Phase 2 - 306 Lots, and Phase 3 – 184 lots).

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.



### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (191 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A



**PHASE 2 (306 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**PHASE 3 (184 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## 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.

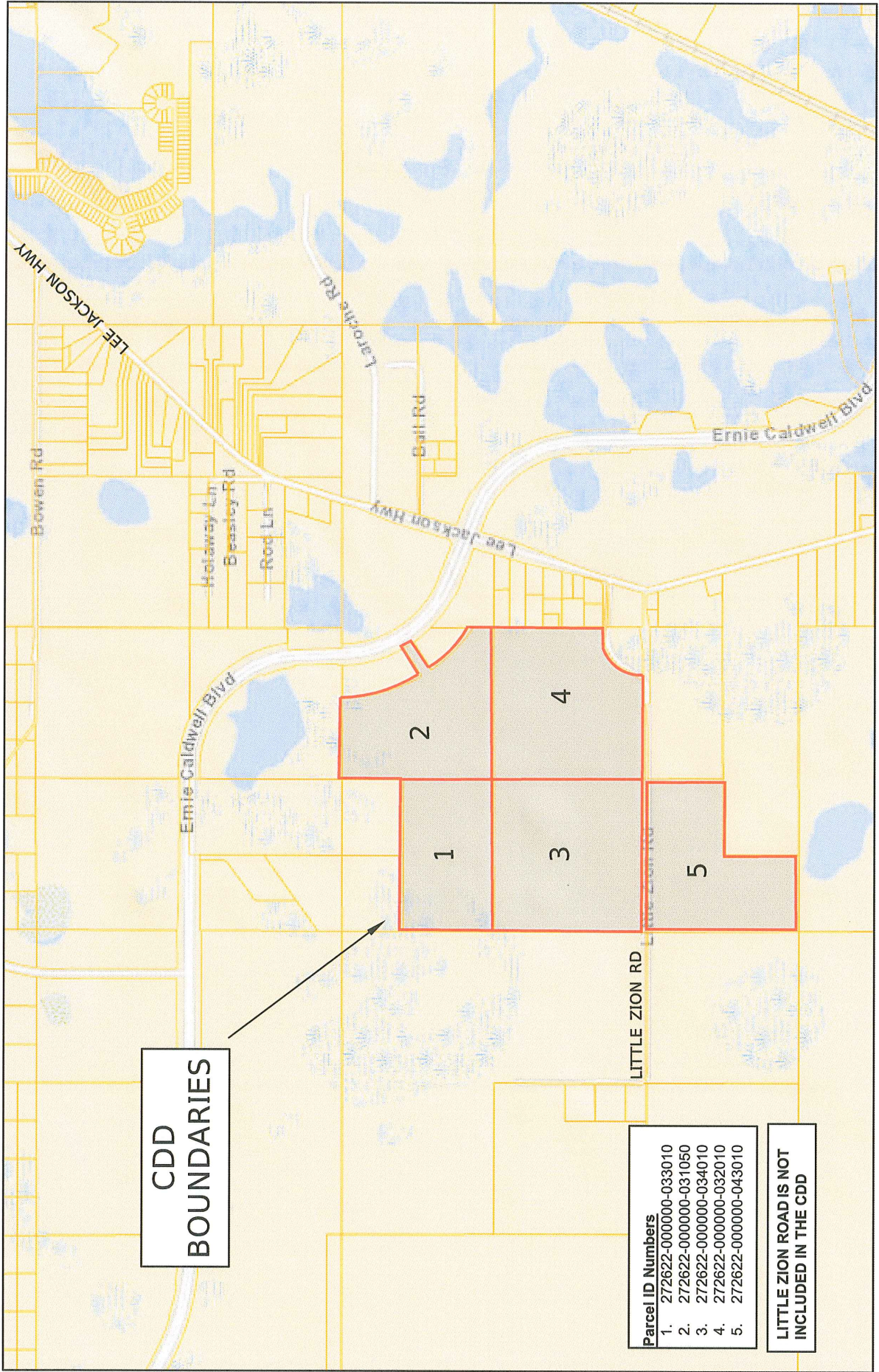
## IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.





**EXHIBIT 1**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**LOCATION MAP**



## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

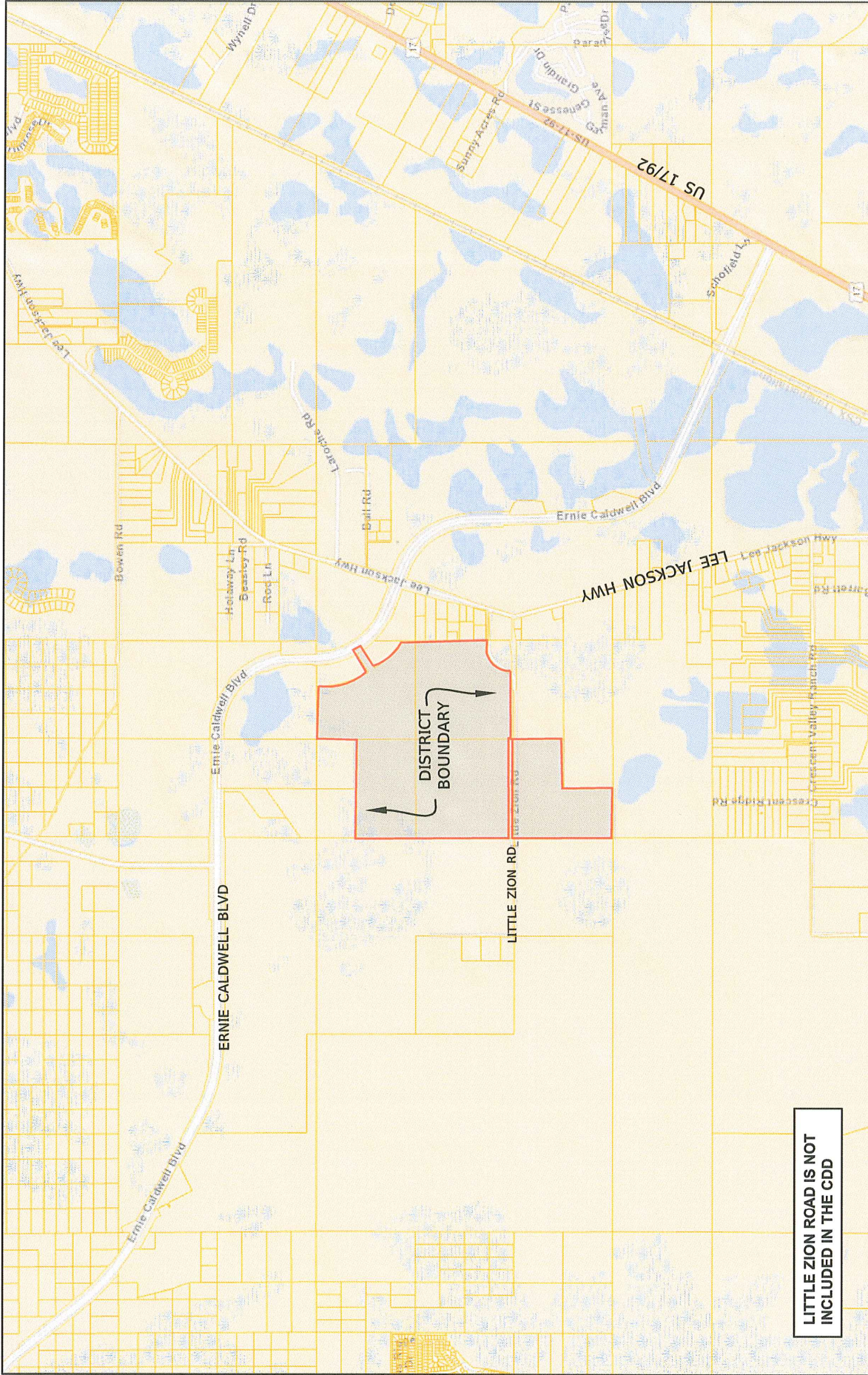
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

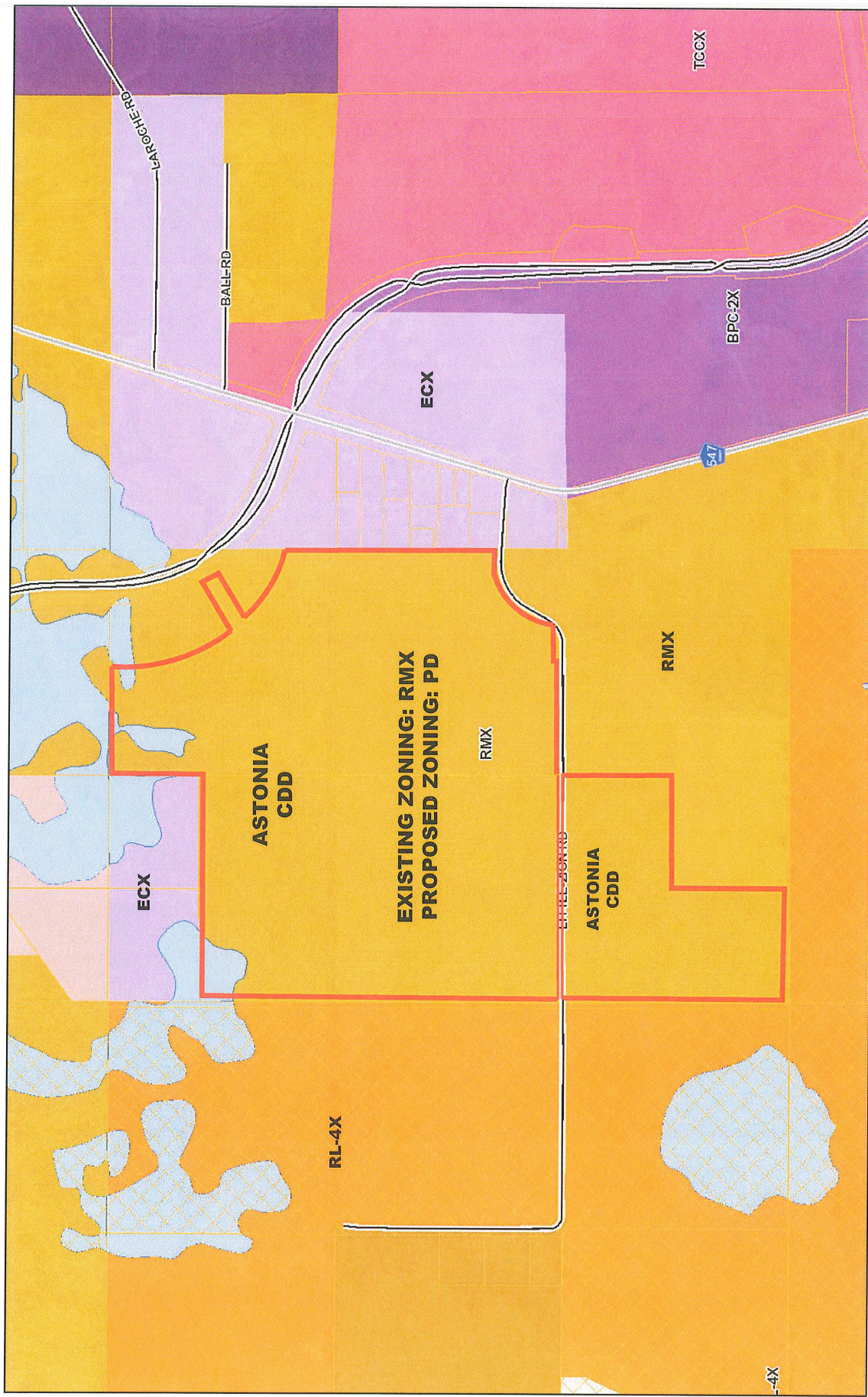
## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP





# EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP

**LEGEND**

	RMX - RESIDENTIAL MEDIUM
	RL-4X - RESIDENTIAL LOW
	ECX - EMPLOYMENT CENTER
	BPC-2X - BUSINESS PARK CENTER

**WOOD & ASSOCIATES**  
Engineering, LLC

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EMAIL: INFO@WOODCIVIL.COM

**EXISTING ZONING: RMX**  
**PROPOSED ZONING: PD**

**ASTONIA CDD**

**ASTONIA CDD**

RMX

RMX

ECX

BPC-2X

TCGX

BALLER RD

FAROGH RD

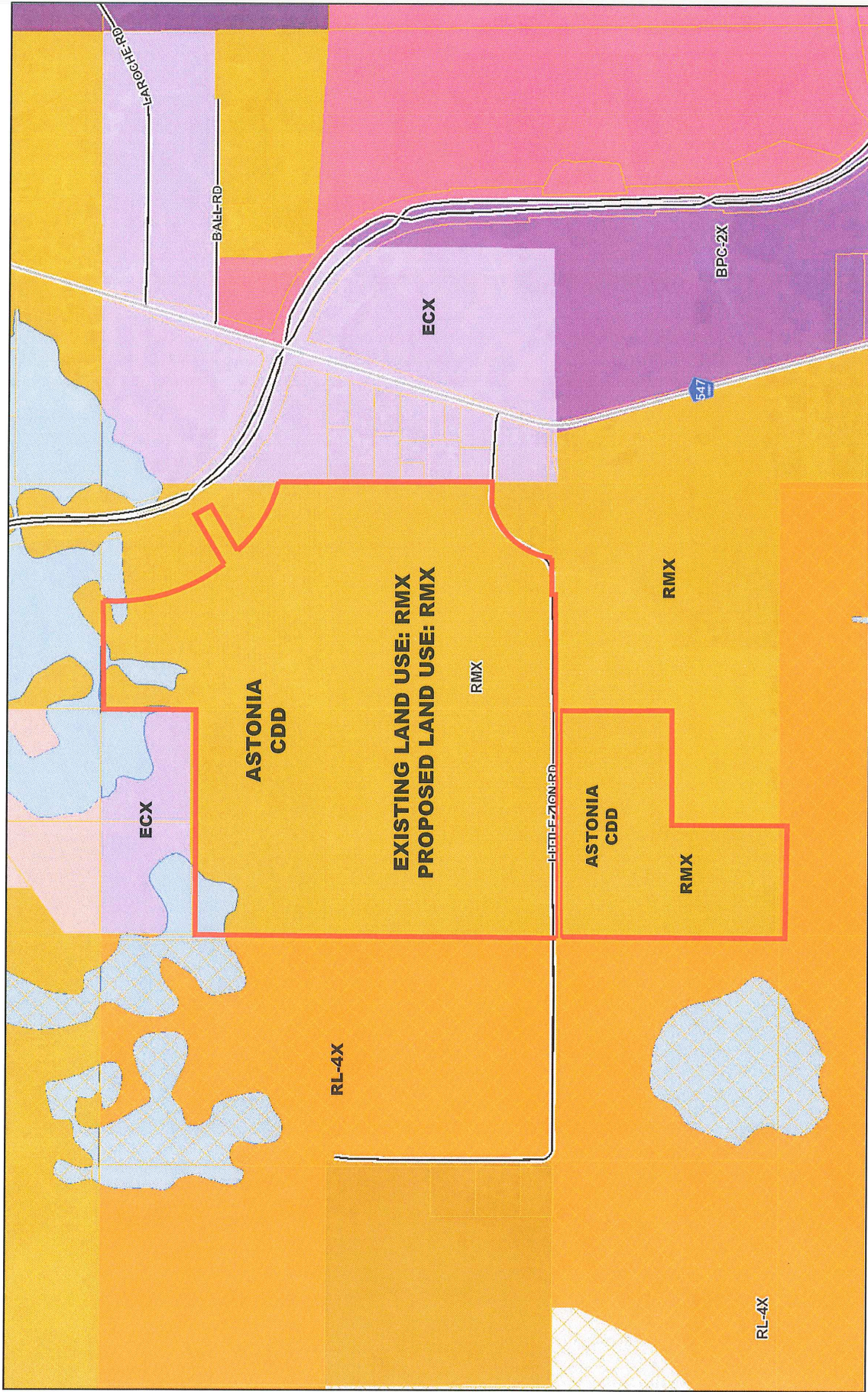
547

LETHE ZONING RD

RL-4X

-4X





N  
NO  
SCALE

# EXHIBIT 5 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY FUTURE LAND USE MAP

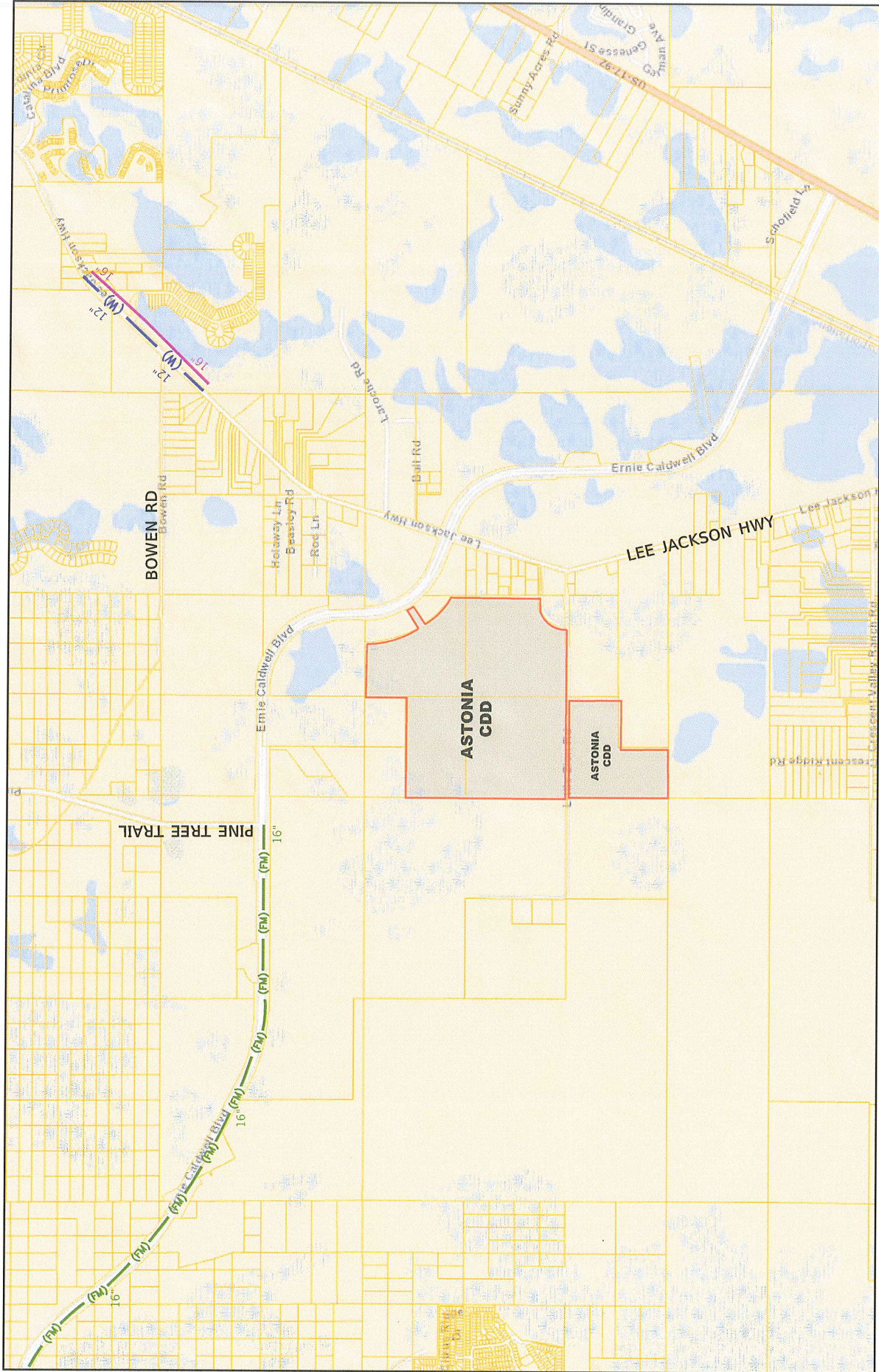
## LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER



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EMAIL: INFO@WOODCIVIL.COM





N  
NO  
SCALE

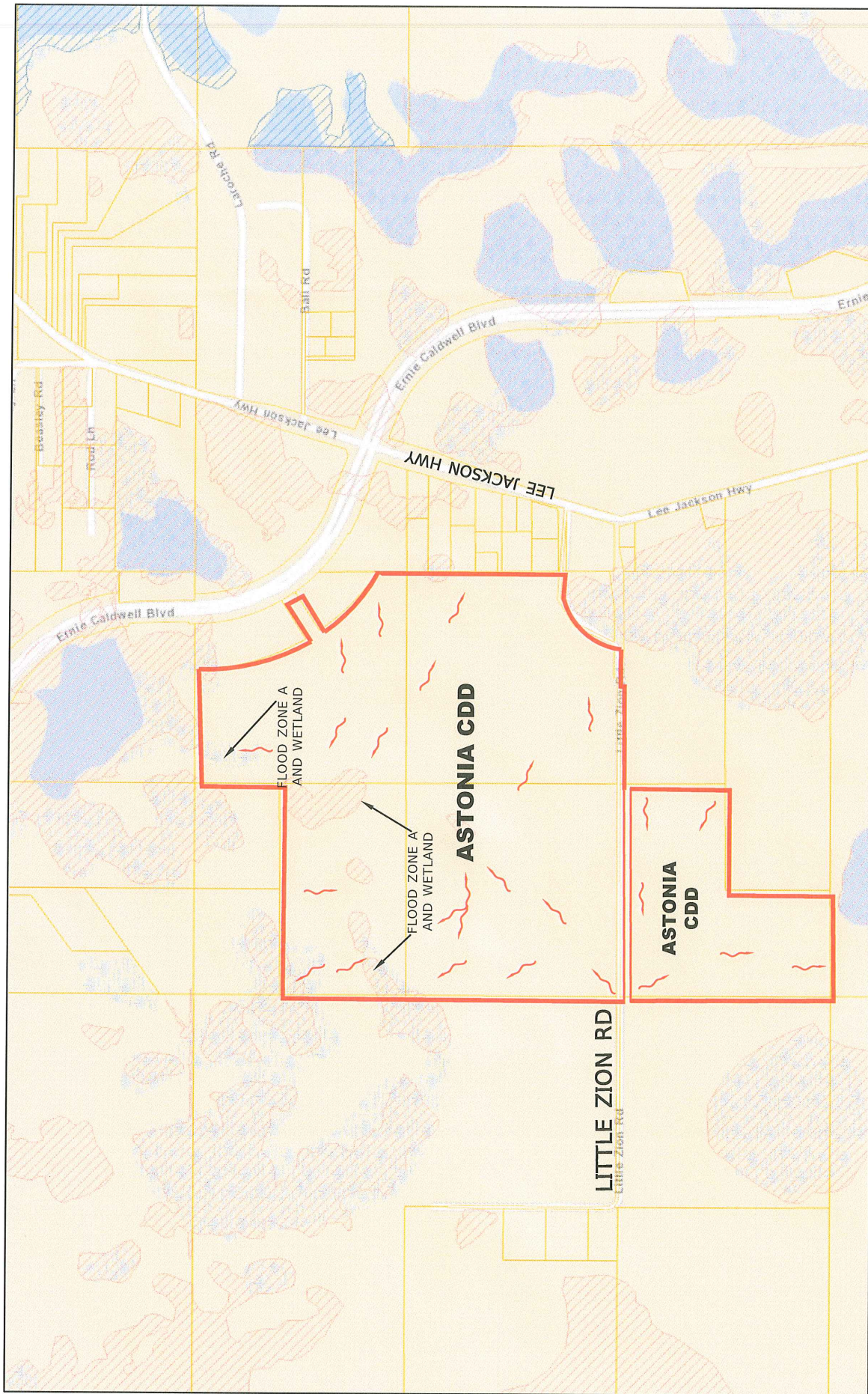
# COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP

- LEGEND**
- (W) — EXISTING 12" WATER MAIN
  - (FM) — EXISTING 16" FORCE MAIN
  - RM — EXISTING 16" RECLAIM WATER MAIN

**WOOD & ASSOCIATES**  
Engineering, LLC

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OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM



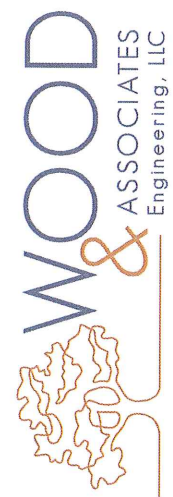


N  
NO  
SCALE

# COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND

— FLOW DIRECTION



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 EMAIL: INFO@WOODCIVIL.COM



**Composite Exhibit 7**  
**Astonia CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b>Infrastructure <sup>(1)(9)</sup></b>	<b>Phase 1 191 Lots <sup>(10)</sup></b>	<b>Phase 2 306 Lots <sup>(11)</sup></b>	<b>Phase 3 184 Lots <sup>(12)</sup></b>	<b>Total 681 Lots <sup>(13)</sup></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 650,000.00	\$1,050,000.00	\$ 600,000.00	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$1,350,000.00	\$2,160,000.00	\$1,290,000.00	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$1,320,000.00	\$2,120,000.00	\$1,260,000.00	\$ 4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 790,000.00	\$1,260,000.00	\$ 750,000.00	\$ 2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 310,000.00	\$ 495,000.00	\$ 295,000.00	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 450,000.00	\$ 720,000.00	\$ 430,000.00	\$ 1,600,000.00
Contingency	\$ 210,000.00	\$ 345,000.00	\$ 245,000.00	\$ 800,000.00
<b>TOTAL</b>	<b>\$5,080,000.00</b>	<b>\$8,150,000.00</b>	<b>\$4,870,000.00</b>	<b>\$18,100,000.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.
10. 73 – 40 foot wide lots and 118 - 50 foot wide lots
11. 143 – 40 foot wide lots and 163 – 50 foot wide lots
12. 73 – 40 foot wide lots and 111 – 50 foot wide lots
13. 289 – 40 foot wide lots and 392 – 50 foot wide lots.

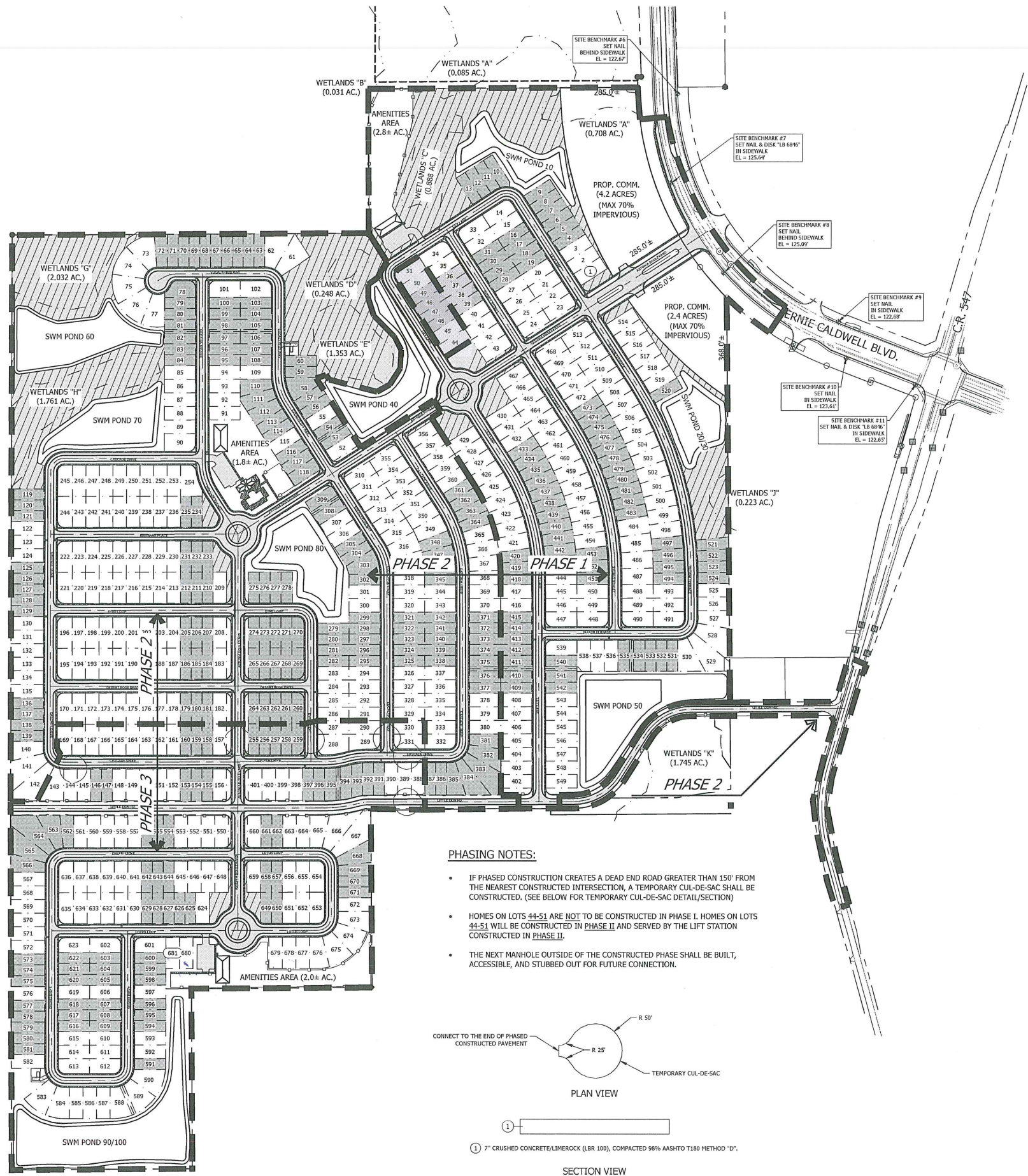
**Composite Exhibit 8**  
**Astonia CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

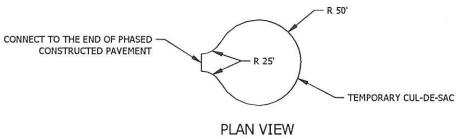
\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.





- PHASING NOTES:**
- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE NEAREST CONSTRUCTED INTERSECTION, A TEMPORARY CUL-DE-SAC SHALL BE CONSTRUCTED. (SEE BELOW FOR TEMPORARY CUL-DE-SAC DETAIL/SECTION)
  - HOMES ON LOTS 44-51 ARE NOT TO BE CONSTRUCTED IN PHASE I. HOMES ON LOTS 44-51 WILL BE CONSTRUCTED IN PHASE II AND SERVED BY THE LIFT STATION CONSTRUCTED IN PHASE II.
  - THE NEXT MANHOLE OUTSIDE OF THE CONSTRUCTED PHASE SHALL BE BUILT, ACCESSIBLE, AND STUBBED OUT FOR FUTURE CONNECTION.



① 7" CRUSHED CONCRETE/LIMEROCK (LBR 100), COMPACTED 98% AASHTO T180 METHOD "D".

TEMPORARY CUL-DE-SAC ROAD DETAIL/SECTION  
NTS

**SITE DATA:**

NET PROJECT AREA: 159.93 ACRES

TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.

40' LOTS = 289 (42%)

50' LOTS = 392 (58%)

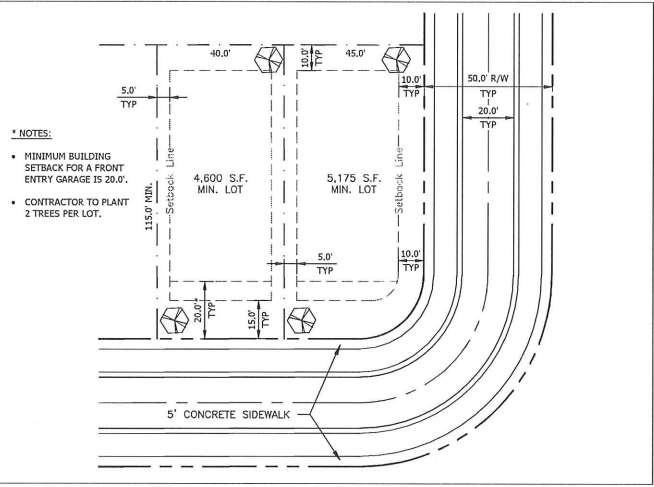
OPEN SPACE REQUIRED = 10% OF DEVELOPMENT = 159.93 AC x 0.10 = **15.99 AC**

PROVIDED OPEN SPACE SHOWN IN HATCHED AREAS = **17.23 AC \***

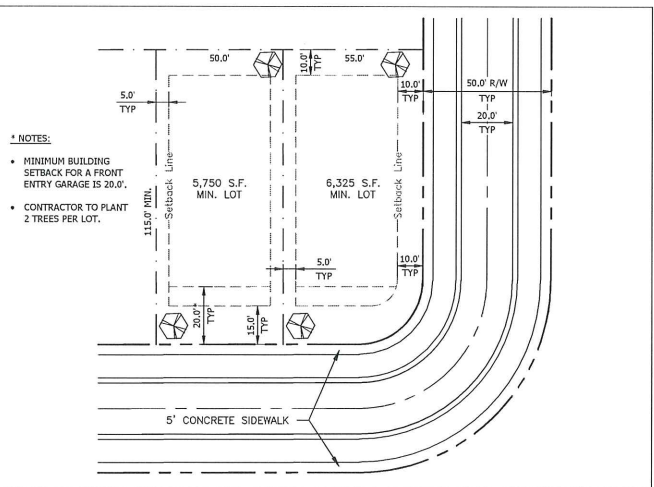
WETLAND OPEN SPACE = 6.72 AC (39% OF OPEN SPACE REQUIRED)

UPLAND OPEN SPACE = 10.51 AC (61% OF OPEN SPACE REQUIRED)

\*THE AMOUNT OF OPEN SPACE DEPICTED ILLUSTRATES THIS PROJECT EXCEEDS THE REQUIREMENT FOR OPEN SPACE. MORE OPEN SPACE EXISTS PER COUNTY CODE BUT IT IS NOT SHOWN FOR CLARITY OF THE DRAWING.



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

**NOTES:**

1. IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.
2. ALL ADA RAMPS AND SIDEWALKS IN COMMON AREAS (NOT IN FRONT OF LOTS) SHALL BE CONSTRUCTED AS A PART OF THIS PROJECT.

OVERALL DEVELOPMENT  
PLAN

**HUNTER**  
ENGINEERING

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For

**ERNIE CALDWELL PROPERTIES, LLC**

3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803

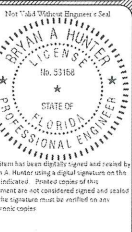
Telephone: 863-419-7103

Construction Plans  
For

**Astoria Subdivision**  
Davenport, Florida

Date: May 8, 2020

Project No.: 19-013





## SECTION B

**AGREEMENT BY AND BETWEEN THE ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT AND ERNIE CALDWELL PROPERTIES, LLC,  
REGARDING THE ACQUISITION OF WORK PRODUCT,  
IMPROVEMENTS, AND REAL PROPERTY**

**(ASSESSMENT AREA ONE PROJECT, SERIES 2020)**

THIS AGREEMENT (“Agreement”) is made and entered into this 24<sup>th</sup> day of September, 2020, by and between:

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “Developer” and, together with the District, the “Parties”).

**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 and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer’s Report for Capital Improvements*, dated May 14, 2020 (together, the “Engineer’s Report”), attached hereto as **Composite Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the owner and/or developer of certain lands located within the boundaries of the District known as “Phase 1” in the Engineer’s Report and further described in **Exhibit B** (“Assessment Area One”) within which a portion of the District Improvements will be located (the “Assessment Area One Project”); and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its \$3,830,000.00 Astonia Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project) (the “Assessment Area One Bonds”); and

**WHEREAS**, because the Assessment Area One 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 District lands including the lands encompassing the Assessment Area One 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 One 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 for the Assessment Area One Bonds (“Trustee”). 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 One 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 One 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 One 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 One Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area One Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area One 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 One 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 and Polk County 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 material amendments, with the prior written consent of the Trustee for the Assessment Area One Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area One 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: Astonia Community Development District  
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: Ernie Caldwell Properties, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Robert J. Adams

With a copy to:

Peterson & Myers, P.A.  
225 E. Lemon St.  
Lakeland, Florida 33801  
Attn: Bart Allen

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 bondholders of Assessment Area One 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 One Bonds, on behalf of the owners of the Assessment Area One Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area One 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 One Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area One 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 One 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:

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Harold R. Baxter  
Chairperson, Board of Supervisors

WITNESS:

**ERNIE CALDWELL PROPERTIES,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Robert J. Adams, Manager

**Comp. Exhibit A:**

*Engineer's Report for Capital Improvements*, dated February 3, 2020, as further supplemented by that *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020

**Exhibit B:**

Legal Description of Assessment Area One

**COMPOSITE EXHIBIT A: ENGINEER'S REPORT**

[TO BE ATTACHED]

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**February 3, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER'S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the “District”) is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the “County”). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots (289 – 40 foot wide lots and 392 – 50 foot wide lots), recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes (289 – 40 foot wide lots and 392 – 50 foot wide lots) and associated infrastructure (“Development”). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development). The Development will be constructed in one phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.



During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (681 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	March 2020
Construction Permits	March 2020
Polk County Health Department Water	March 2020
FDEP Sewer	March 2020
FDEP NOI	March 2020
ACOE	N/A

## **VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.



## **VIII. REPORT MODIFICATION**

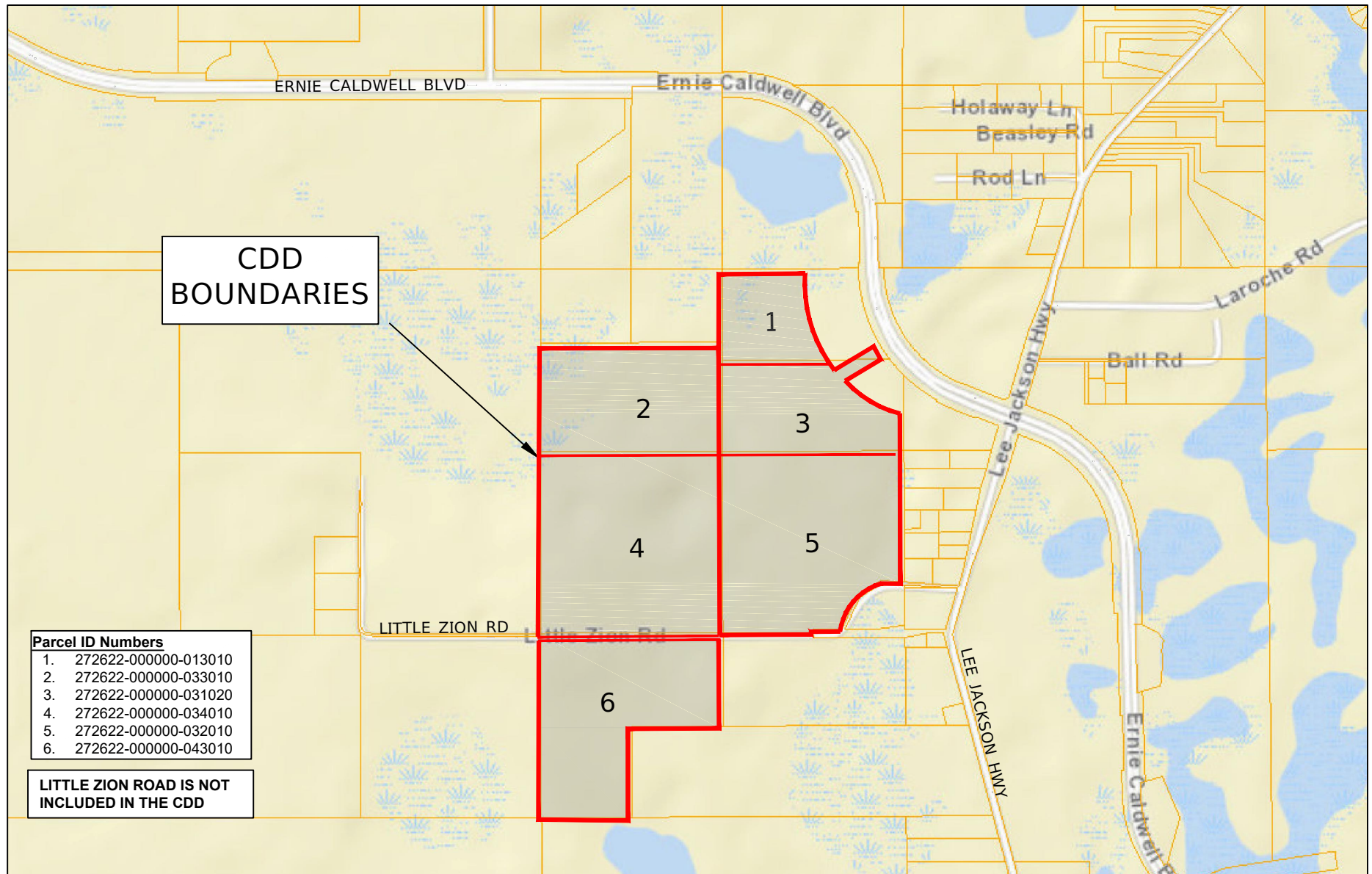
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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 CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.



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**EXHIBIT 1**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**LOCATION MAP**



NO  
SCALE

## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

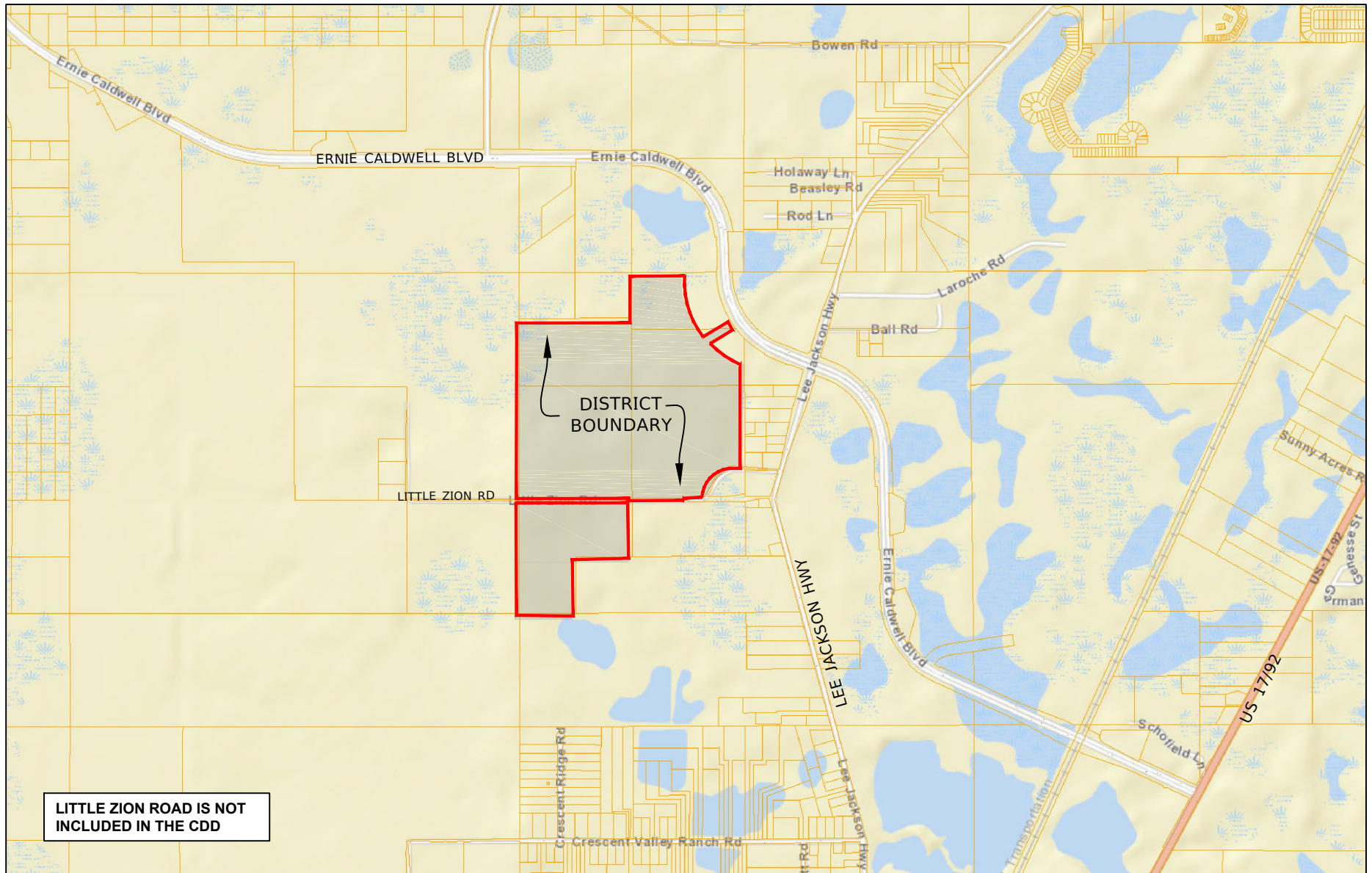
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





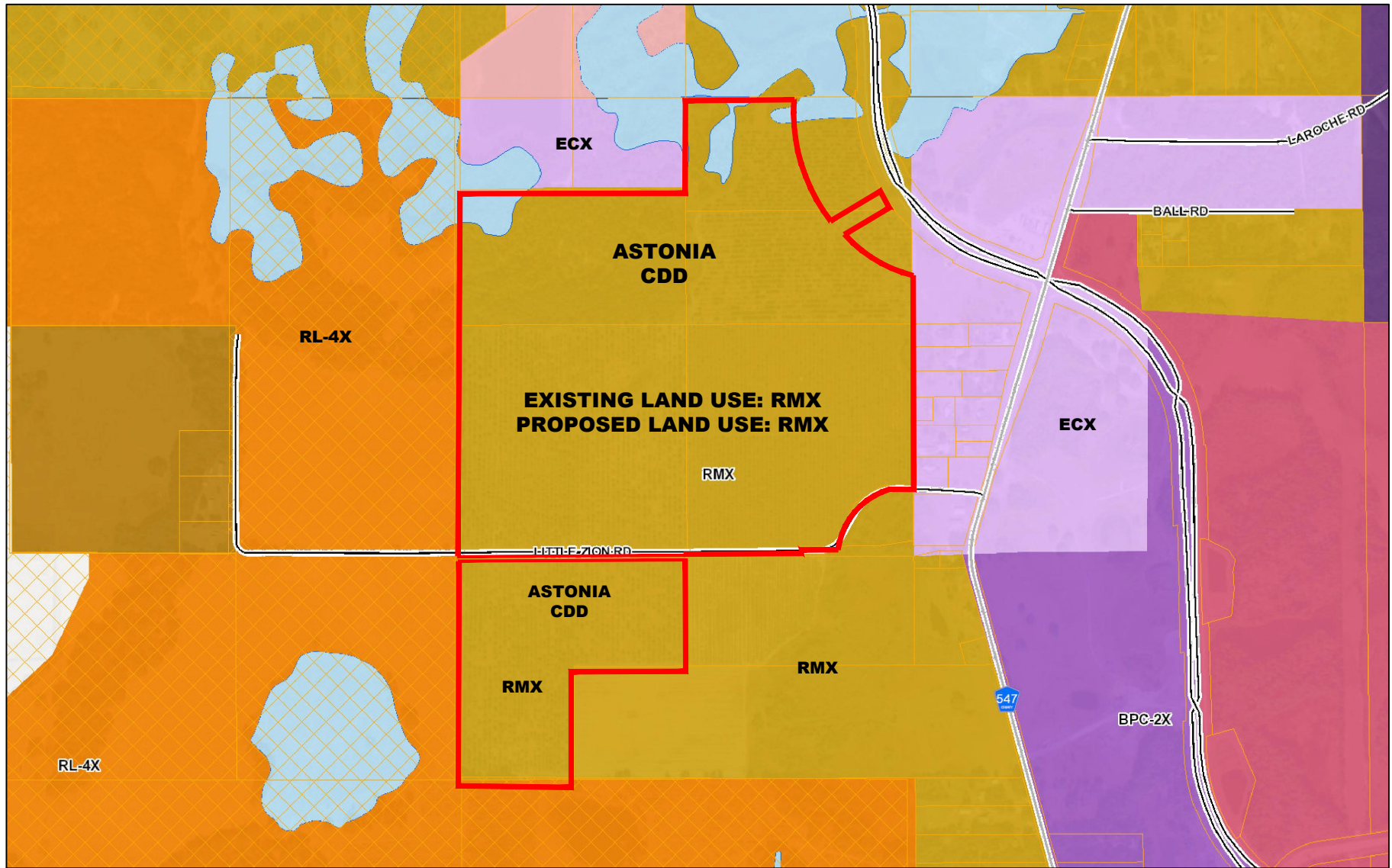
# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP



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NO  
SCALE



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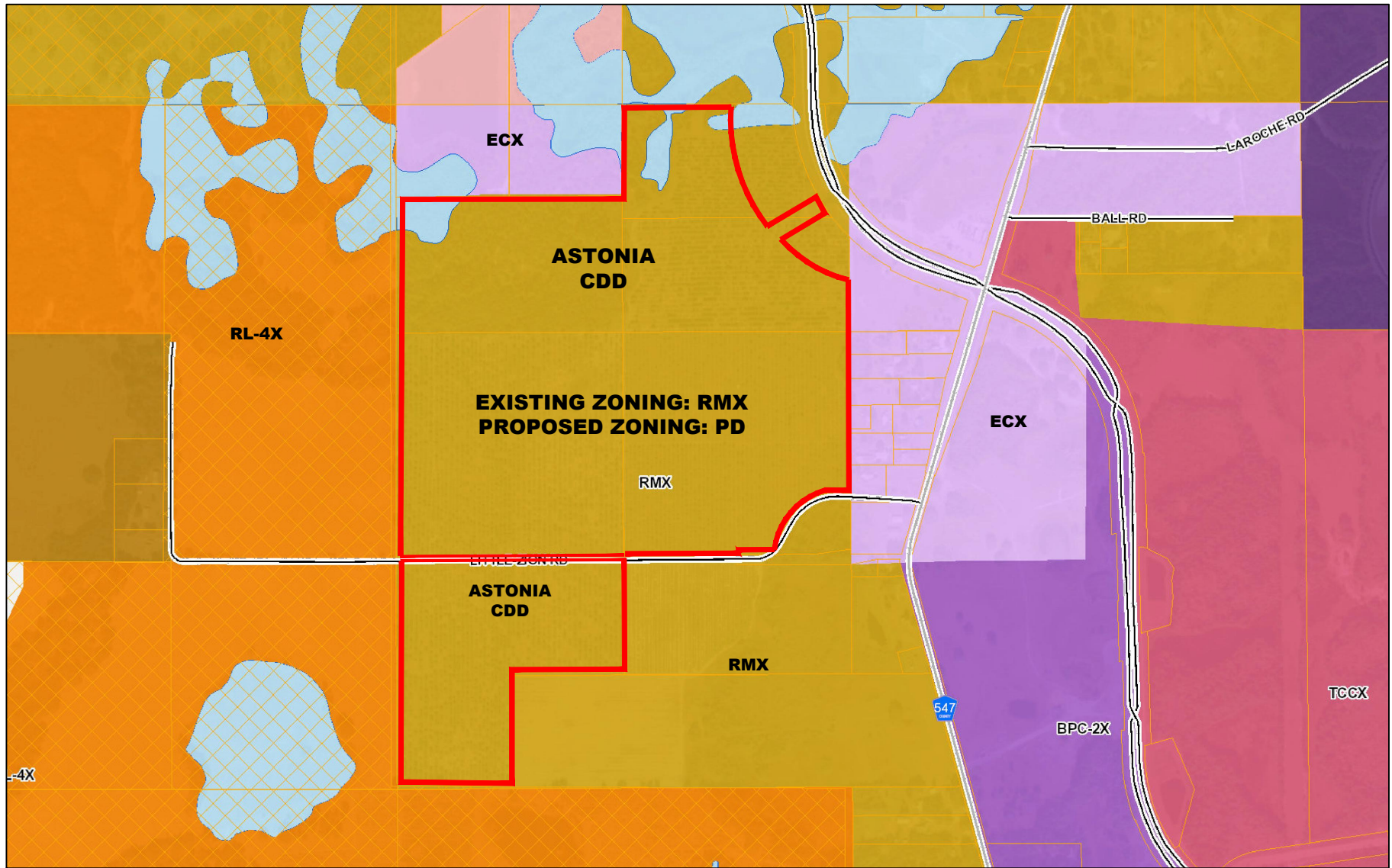
**LEGEND**

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

**EXHIBIT 5**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY FUTURE LAND USE MAP**







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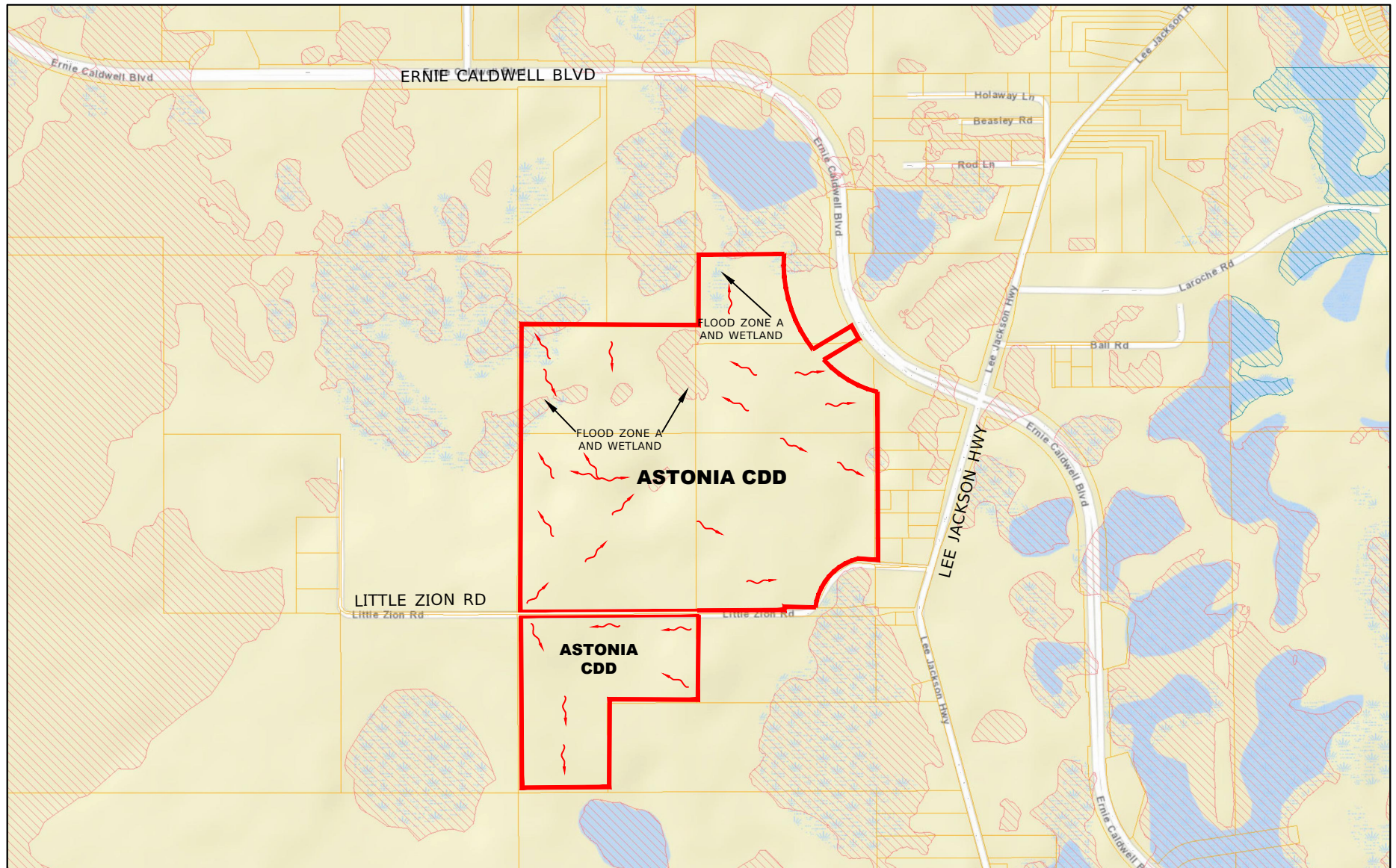
#### LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

## EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP







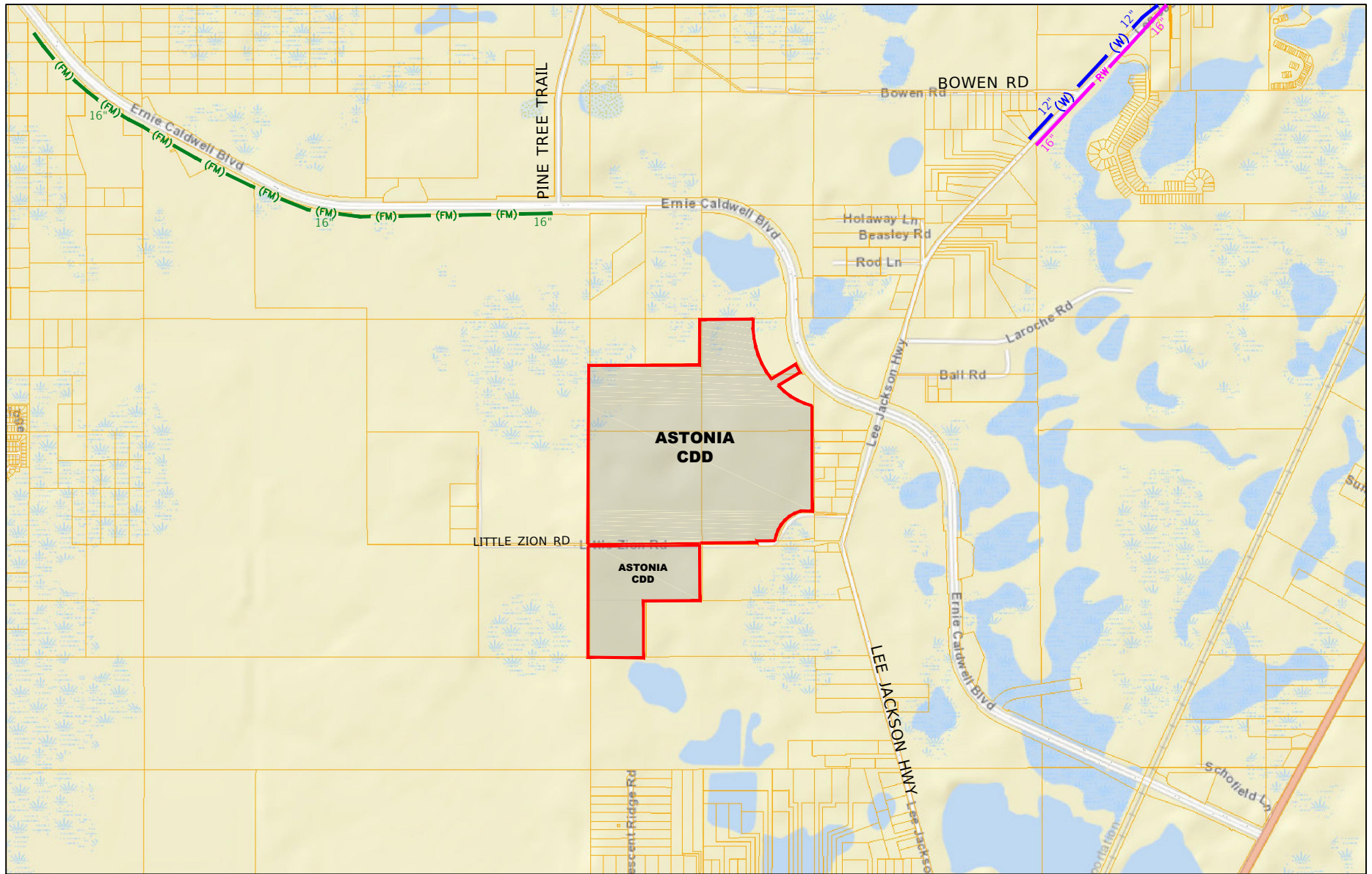
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## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND  
 FLOW DIRECTION







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#### LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 16" FORCE MAIN
- RW — EXISTING 16" RECLAIM WATER MAIN

## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP



NO  
SCALE

**Composite Exhibit 7**  
**Astoria CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b> <sup>(1)(9)</sup>	<b><u>Total</u></b> <b><u>(681 Lots)*</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 1,600,000.00
Contingency	\$ 800,000.00
<b>TOTAL</b>	<b>\$18,100,000.00</b>

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.

\*289 – 40 foot wide lots

392 – 50 foot wide lots

**Composite Exhibit 8**  
**Astoria CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

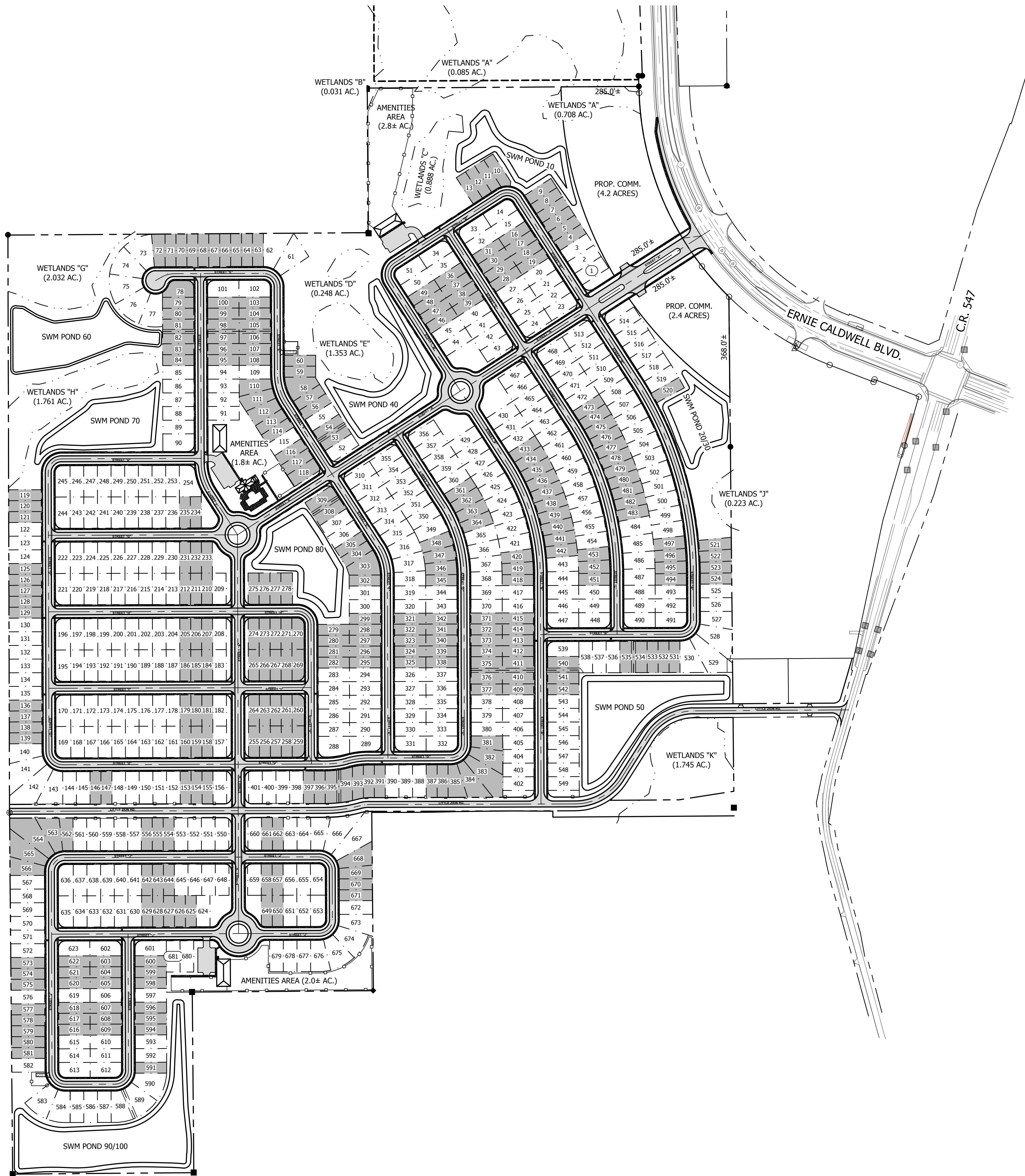
<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

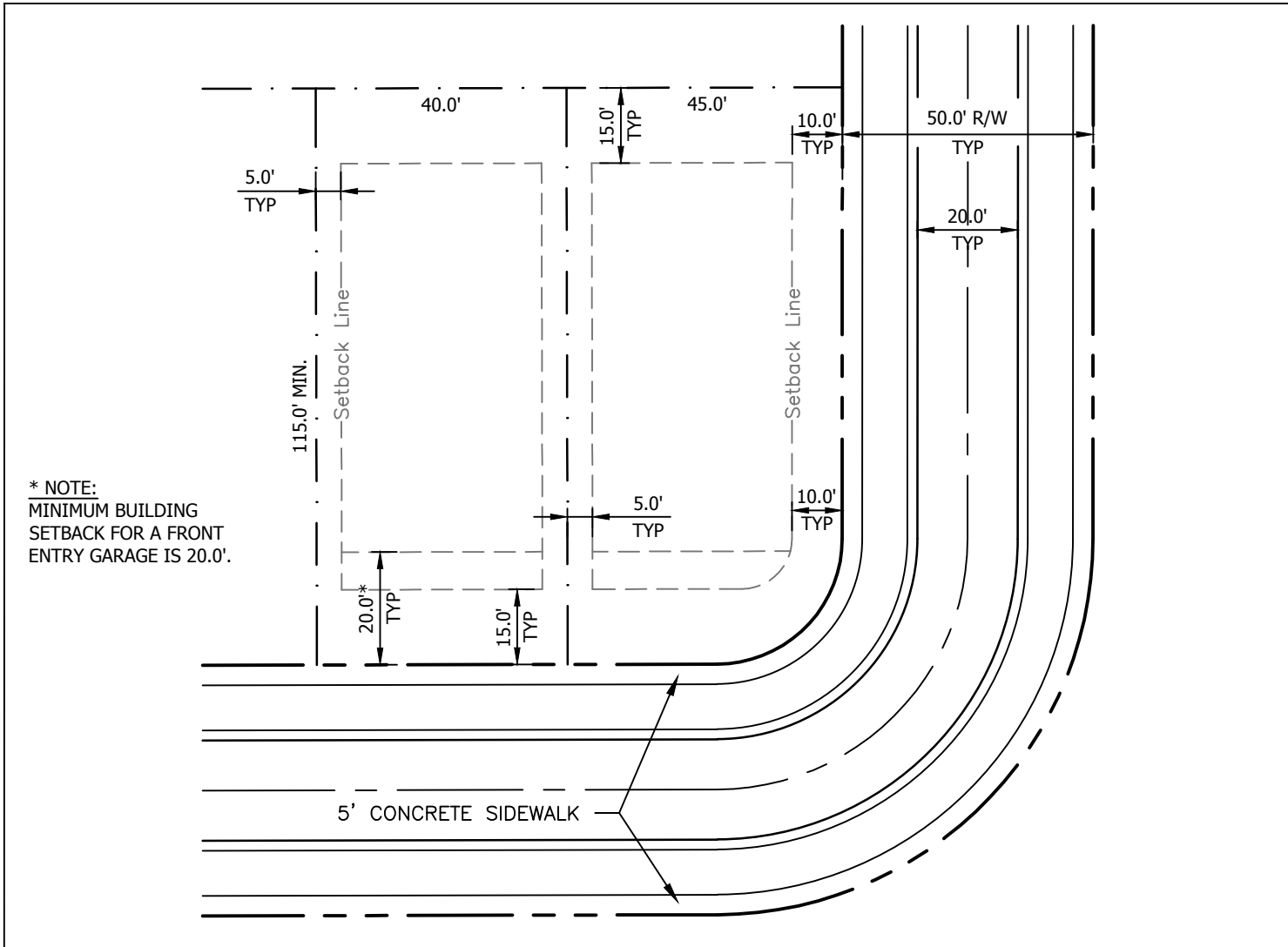


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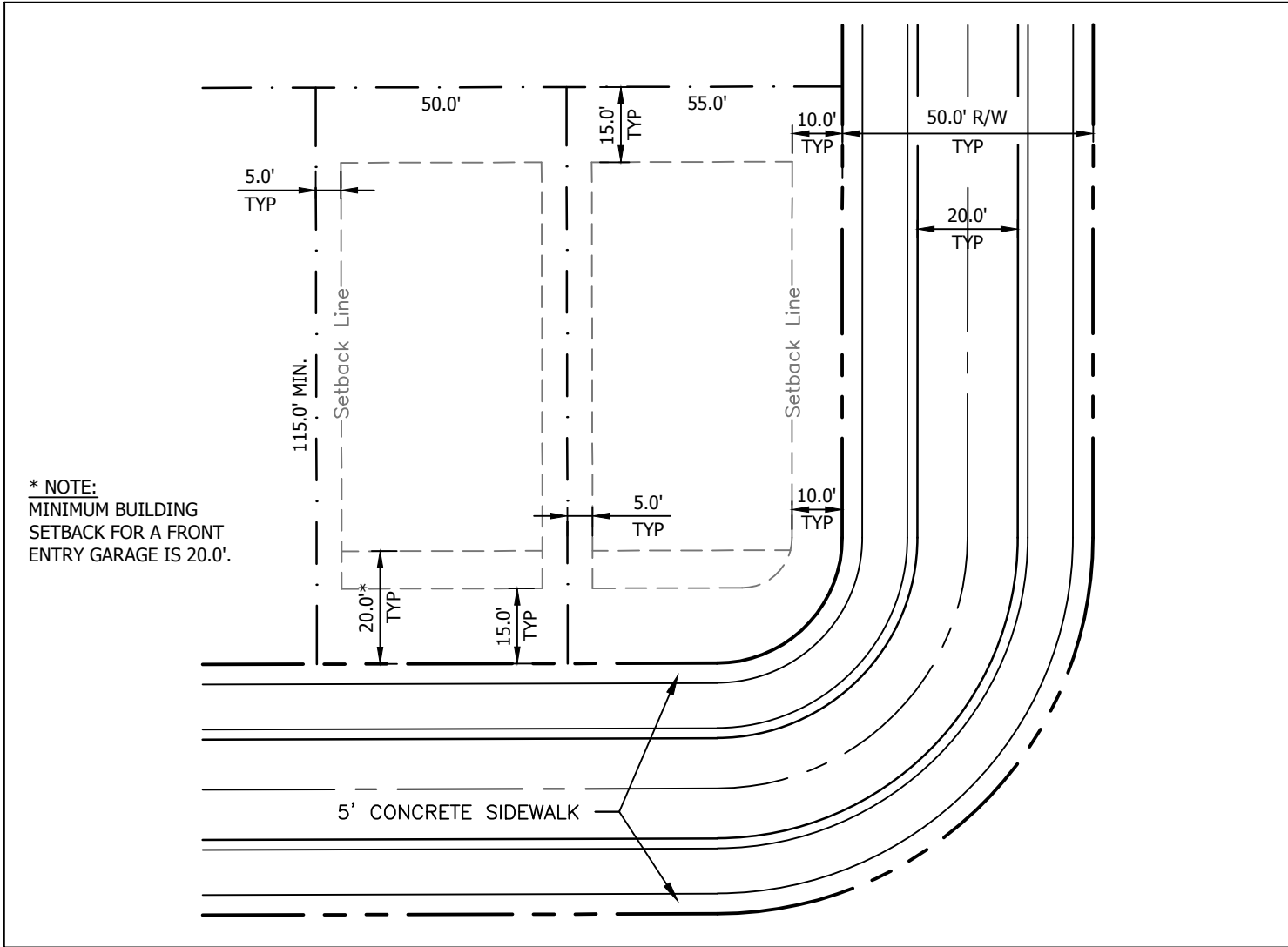


SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

NOTE:

IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.

OVERALL DEVELOPMENT  
PLAN

H  
HUNTER  
ENGINEERING  
4900 Dundee Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For  
ERNIE CALDWELL PROPERTIES, LLC.  
3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-619-7103

Construction Plans  
For  
Astonia Subdivision  
Davenport, Florida

Date: December 24, 2019

Project No.: 19-013

Not Valid Without Engineer's Seal  
BRYAN A. HUNTER  
LICENSED  
No. 53168  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
This item has been digitally signed and sealed by  
Bryan A. Hunter using a digital signature on the  
date indicated. Printed copies of this  
document are not considered signed and sealed  
and the signature must be verified on any  
electronic copies.

Bryan A. Hunter, P.E.  
Reg. No. 53168  
C.A. #8394

C104



**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**May 14, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**SUPPLEMENTAL ENGINEER'S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the "District") is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the "County"). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development) The Development will be constructed in three Phases. (Phase 1- 191 lots, Phase 2 - 306 Lots, and Phase 3 – 184 lots).

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.



### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.



### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (191 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**PHASE 2 (306 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**PHASE 3 (184 Lots)**

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	May 2020
FDEP Sewer	Approved
FDEP NOI	May 2020
ACOE	N/A

**VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## 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 CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.



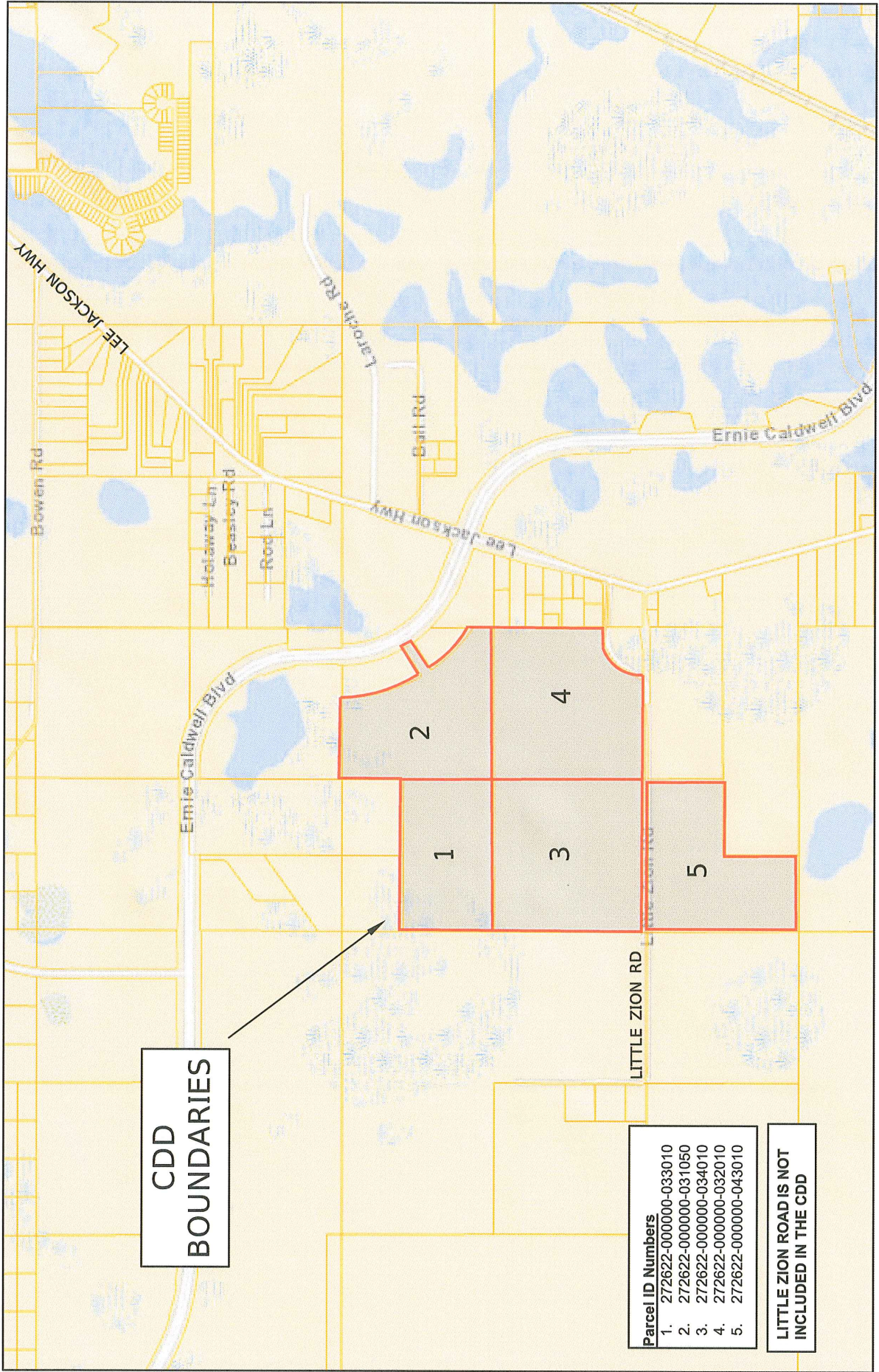


EXHIBIT 1  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
LOCATION MAP



## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

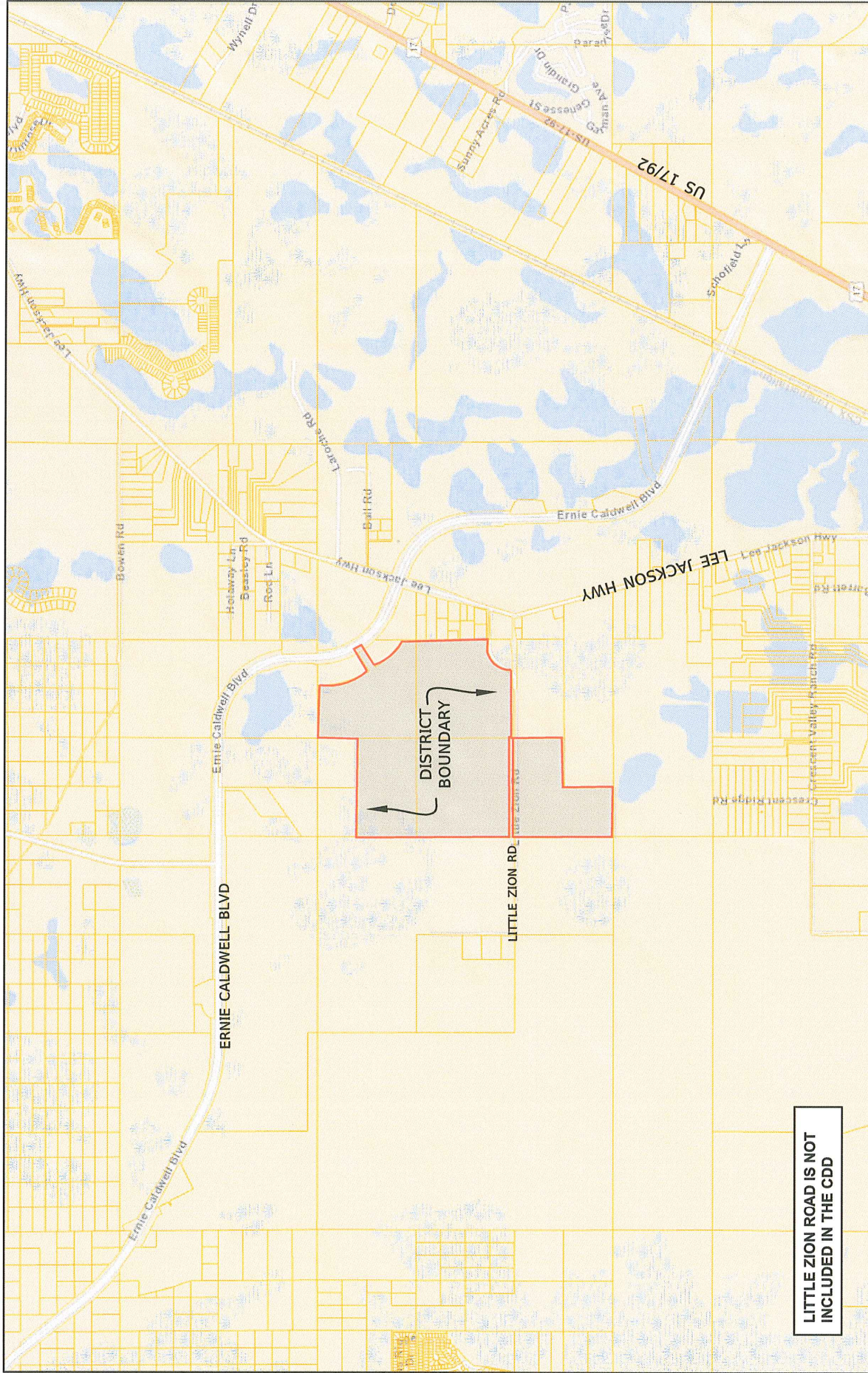
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

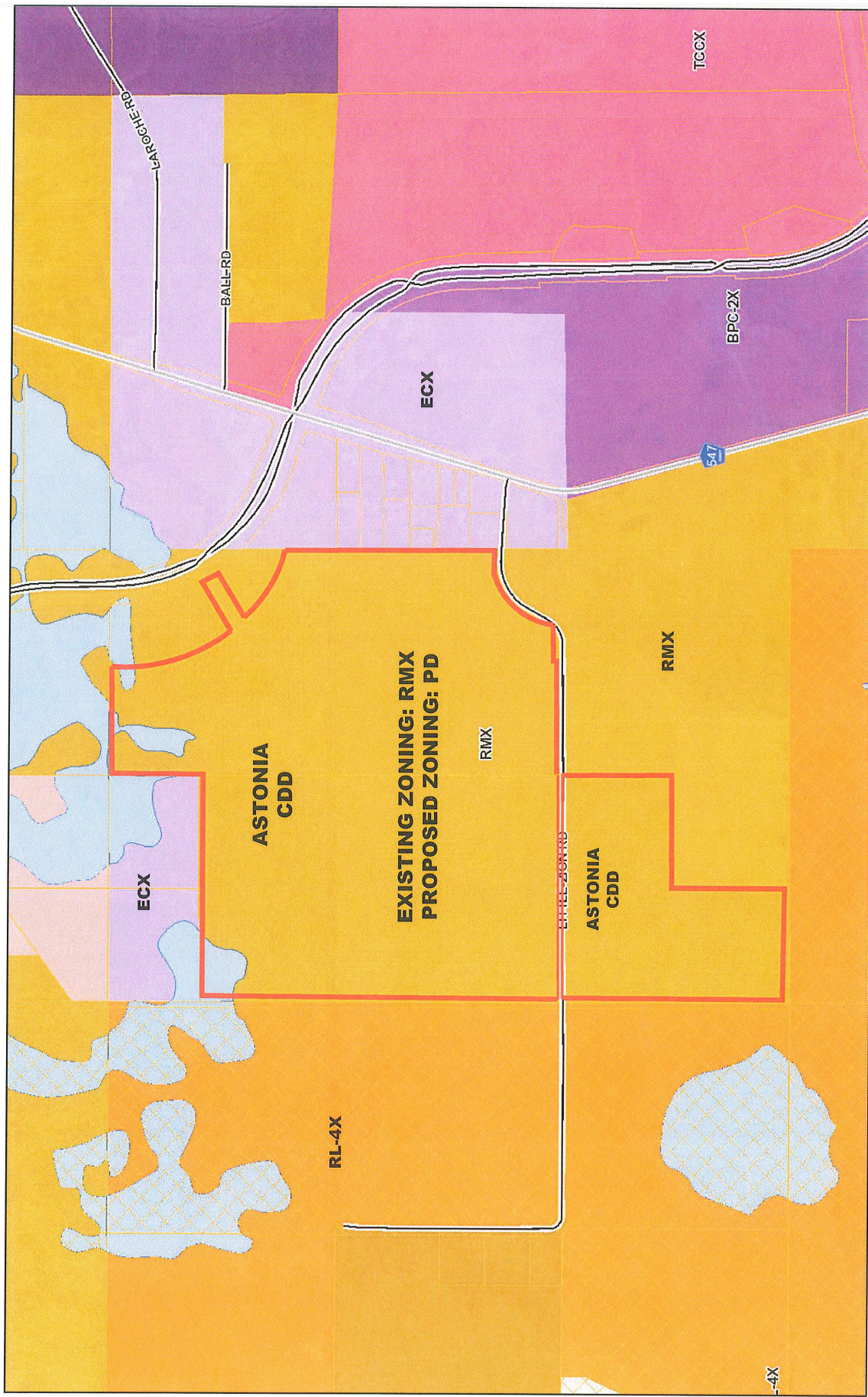




LITTLE ZION ROAD IS NOT INCLUDED IN THE CDD

# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP

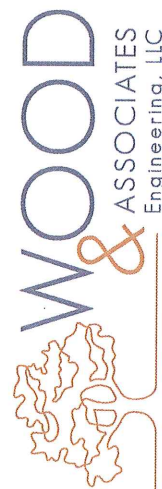




# EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP

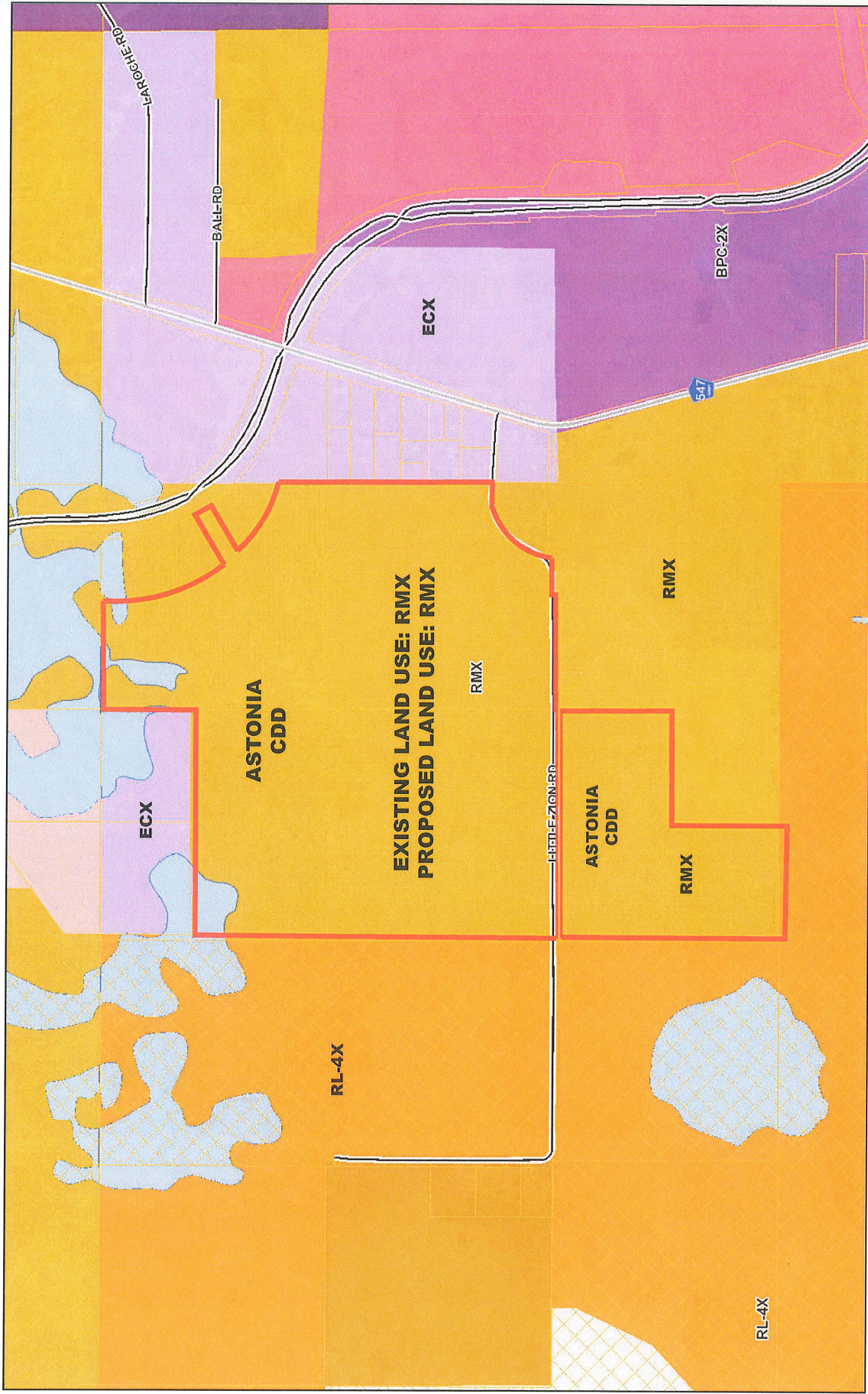
## LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER



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# EXHIBIT 5

## ASTONIA COMMUNITY DEVELOPMENT DISTRICT

### POLK COUNTY FUTURE LAND USE MAP

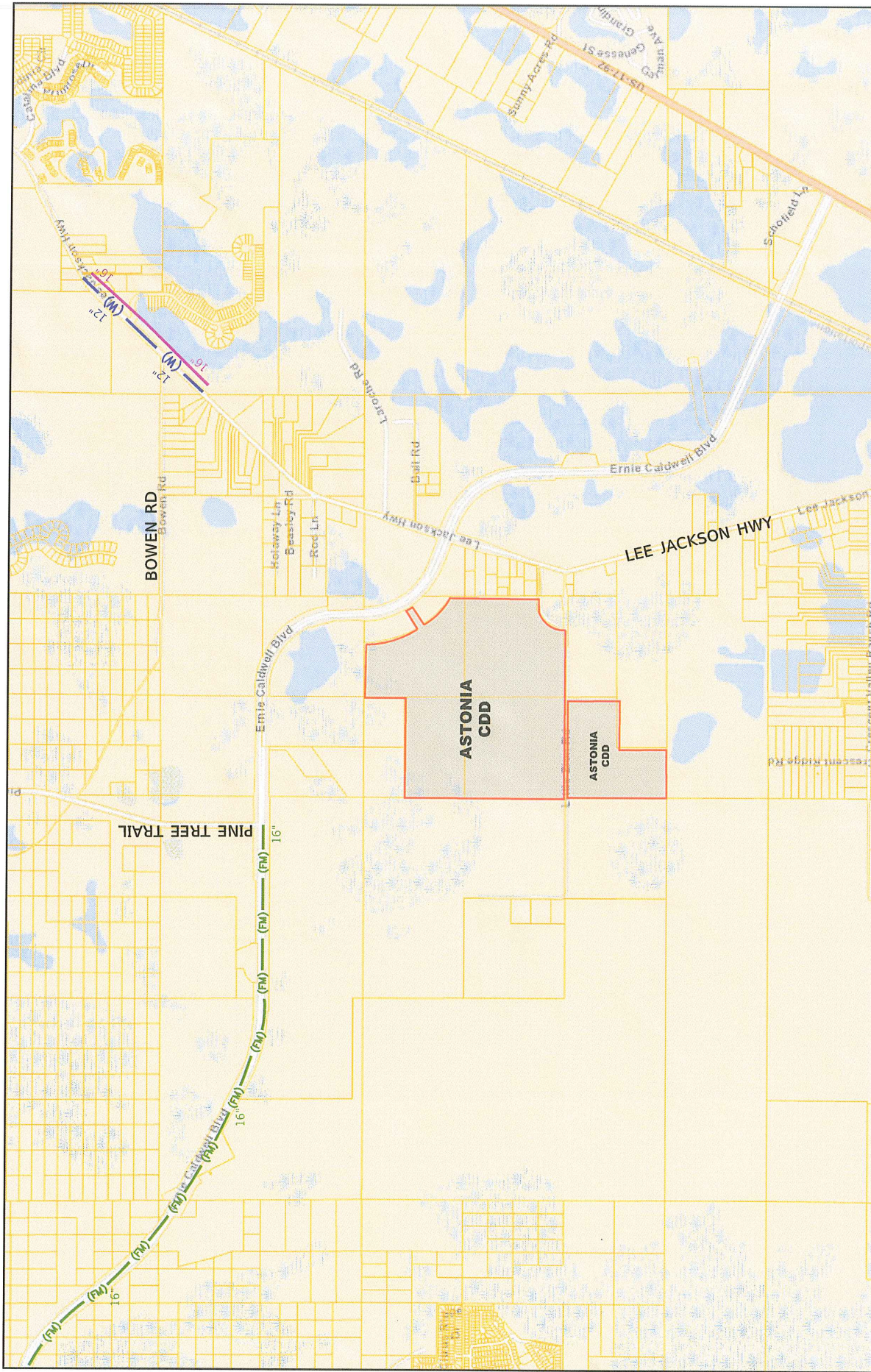
#### LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
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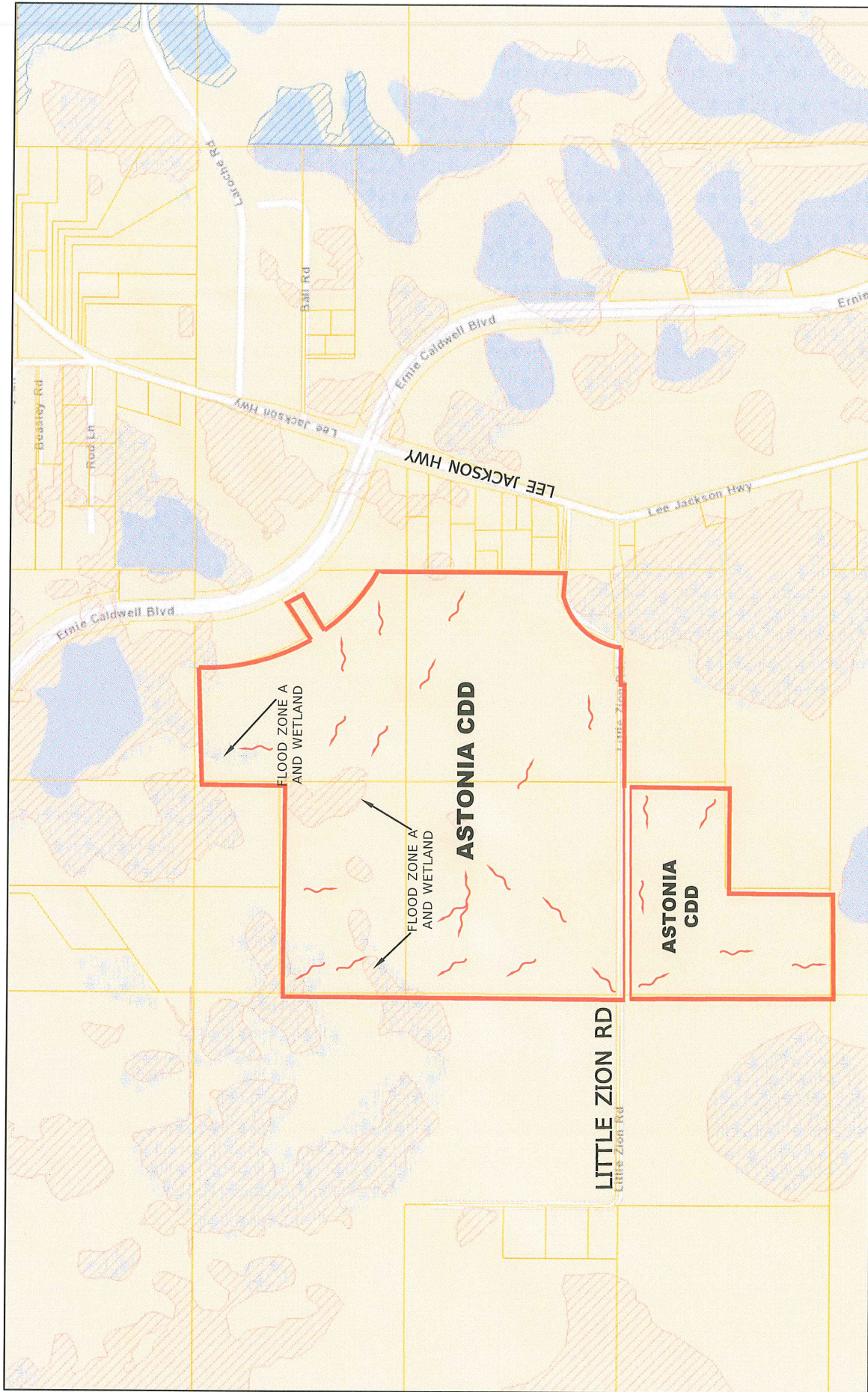
# COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP


- LEGEND**
- (W) — EXISTING 12" WATER MAIN
  - (FM) — EXISTING 16" FORCE MAIN
  - RM — EXISTING 16" RECLAIM WATER MAIN

**WOOD & ASSOCIATES**  
Engineering, LLC

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EMAIL: INFO@WOODCIVIL.COM



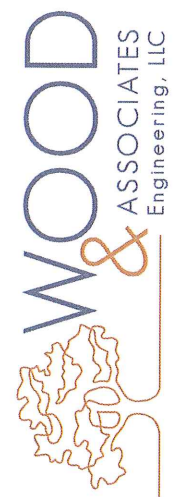


N  NO SCALE

# COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND

 FLOW DIRECTION



**WOOD & ASSOCIATES**  
Engineering, LLC

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**Composite Exhibit 7**  
**Astonia CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b>Infrastructure <sup>(1)(9)</sup></b>	<b>Phase 1 191 Lots <sup>(10)</sup></b>	<b>Phase 2 306 Lots <sup>(11)</sup></b>	<b>Phase 3 184 Lots <sup>(12)</sup></b>	<b>Total 681 Lots <sup>(13)</sup></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 650,000.00	\$1,050,000.00	\$ 600,000.00	\$ 2,300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$1,350,000.00	\$2,160,000.00	\$1,290,000.00	\$ 4,800,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$1,320,000.00	\$2,120,000.00	\$1,260,000.00	\$ 4,700,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 790,000.00	\$1,260,000.00	\$ 750,000.00	\$ 2,800,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 310,000.00	\$ 495,000.00	\$ 295,000.00	\$ 1,100,000.00
Parks and Recreational Facilities <sup>(1)(6)</sup>	\$ 450,000.00	\$ 720,000.00	\$ 430,000.00	\$ 1,600,000.00
Contingency	\$ 210,000.00	\$ 345,000.00	\$ 245,000.00	\$ 800,000.00
<b>TOTAL</b>	<b>\$5,080,000.00</b>	<b>\$8,150,000.00</b>	<b>\$4,870,000.00</b>	<b>\$18,100,000.00</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.
10. 73 – 40 foot wide lots and 118 - 50 foot wide lots
11. 143 – 40 foot wide lots and 163 – 50 foot wide lots
12. 73 – 40 foot wide lots and 111 – 50 foot wide lots
13. 289 – 40 foot wide lots and 392 – 50 foot wide lots.

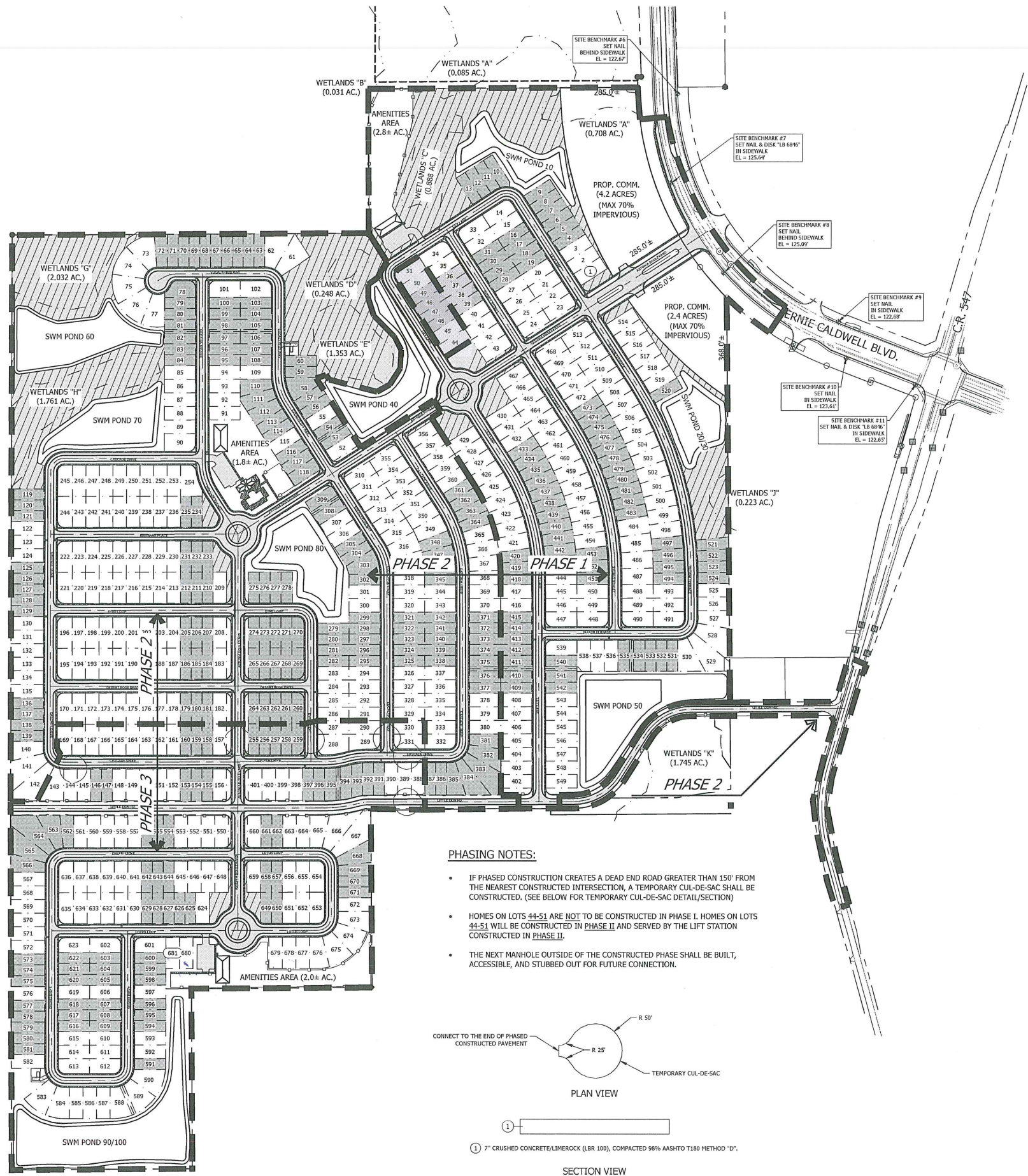
**Composite Exhibit 8**  
**Astonia CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County	District Bonds	Polk County
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

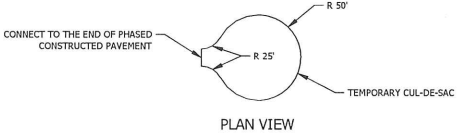
\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.





PHASING NOTES:

- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE NEAREST CONSTRUCTED INTERSECTION, A TEMPORARY CUL-DE-SAC SHALL BE CONSTRUCTED. (SEE BELOW FOR TEMPORARY CUL-DE-SAC DETAIL/SECTION)
- HOUSES ON LOTS 44-51 ARE NOT TO BE CONSTRUCTED IN PHASE I. HOUSES ON LOTS 44-51 WILL BE CONSTRUCTED IN PHASE II AND SERVED BY THE LIFT STATION CONSTRUCTED IN PHASE II.
- THE NEXT MANHOLE OUTSIDE OF THE CONSTRUCTED PHASE SHALL BE BUILT, ACCESSIBLE, AND STUBBED OUT FOR FUTURE CONNECTION.



① 7" CRUSHED CONCRETE/LIMEROCK (LBR 100), COMPACTED 98% AASHTO T180 METHOD "D".

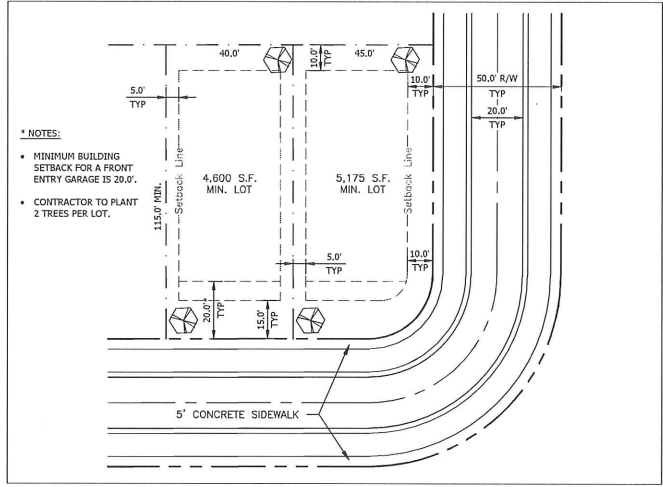
SECTION VIEW

TEMPORARY CUL-DE-SAC ROAD DETAIL/SECTION  
NTS

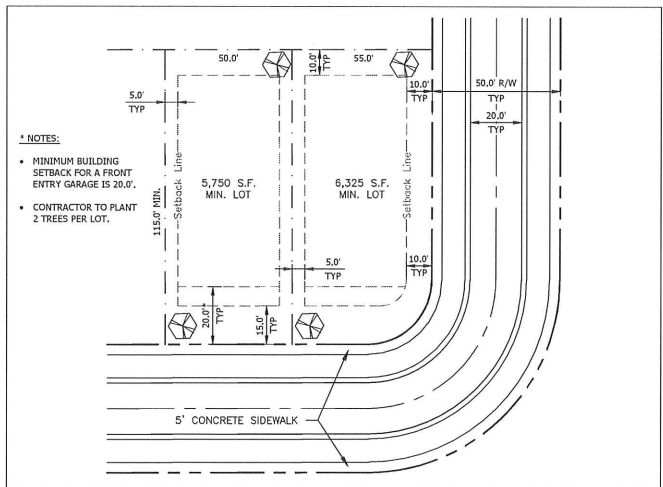
SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)  
OPEN SPACE REQUIRED = 10% OF DEVELOPMENT = 159.93 AC x 0.10 = 15.99 AC  
PROVIDED OPEN SPACE SHOWN IN HATCHED AREAS = 17.23 AC \*  
WETLAND OPEN SPACE = 6.72 AC (39% OF OPEN SPACE REQUIRED)  
UPLAND OPEN SPACE = 10.51 AC (61% OF OPEN SPACE REQUIRED)

\*THE AMOUNT OF OPEN SPACE DEPICTED ILLUSTRATES THIS PROJECT EXCEEDS THE REQUIREMENT FOR OPEN SPACE. MORE OPEN SPACE EXISTS PER COUNTY CODE BUT IT IS NOT SHOWN FOR CLARITY OF THE DRAWING.



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

NOTES:

- IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.
- ALL ADA RAMPS AND SIDEWALKS IN COMMON AREAS (NOT IN FRONT OF LOTS) SHALL BE CONSTRUCTED AS A PART OF THIS PROJECT.

OVERALL DEVELOPMENT  
PLAN

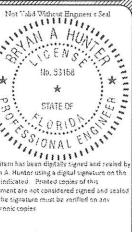
HUNTER  
ENGINEERING

4900 Dundee Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For  
ERNIE CALDWELL PROPERTIES, LLC  
3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-419-7103

Construction Plans  
For  
Astonia Subdivision  
Davenport, Florida

Date: May 8, 2020  
Project No.: 19-013



Brian A. Hunter, P.E.  
Exp. 10/31/2025  
C.A. #8394



## EXHIBIT B: LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A



DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET;

THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

## 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

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**AGREEMENT BY AND BETWEEN THE ASTONIA COMMUNITY DEVELOPMENT  
DISTRICT AND ERNIE CALDWELL PROPERTIES, LLC, REGARDING TRUE-UP AS  
TO ASSESSMENT AREA ONE SPECIAL ASSESSMENTS, SERIES 2020**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 24<sup>th</sup> day of September, 2020, by and between:

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

**ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Polk County, 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 the lands within the District and a developer of the same, which lands are described in **Exhibit A** (“Assessment Area One”); 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 *Engineer’s Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer’s Report for Capital Improvements*, dated May 14, 2020 (together, the “Engineer’s Report”) for the improvements associated with the development of Phase 1 (the “Assessment Area One Project”), attached to this Agreement as



**Composite Exhibit B** and the estimated costs of the improvements related to Assessment Area One Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Assessment Area One Project, through the anticipated issuance of its Astoria Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project), in the principal amount of \$3,830,000.00 (the “Assessment Area One Bonds”); and

**WHEREAS**, pursuant to Resolution No. 2020-28, 2020-29, 2020-36 and 2020-42 (the “Assessment Resolutions”), the District imposed special assessments on Assessment Area One (the “Assessment Area One Special Assessments”) within the District to secure the repayment of a portion of the Assessment Area One Bonds, including interest thereon; and

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

**WHEREAS**, Developer agrees that the Assessment Area One Special Assessments which were imposed on Assessment Area One within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area One, which Assessment Area One Special 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 One Special Assessments on Assessment Area One within the District; and

**WHEREAS**, the *Master Assessment Methodology Report*, dated February 13, 2020, as supplemented by that *Supplemental Assessment Methodology*, dated September 3, 2020 (together, the “Assessment Report”), provides that as Assessment Area One is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area One 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 One within the District, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends that Assessment Area One 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 One Special 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 One 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 One Special Assessments collected by mailed notice of the District, said unpaid Assessment Area One Special 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 One Special Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat Assessment Area One into a total of 191 single-family lots, consisting of 73 forty-foot (40') lots ("40' Lots") and 118 fifty-foot (50') lots ("50' Lots") for a total of 176 Equivalent Residential Units ("ERUs").

**B.** *Process for Reallocation of Assessments.* The Assessment Area One Special Assessments will be reallocated among Assessment Area One as Assessment Area One is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Assessment Area One of the District, the Assessment Area One Special 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 One Special Assessments will be assigned to the 73 40' Lots and 118 50' Lots platted in Assessment Area One. In furtherance thereof, at such time as Assessment Area One is to be platted, Developer covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area One Special Assessments to the number of lots being platted and the remaining lands in Assessment Area One 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 One within the District owned by Developer shall be presented to the District for review

and allocation of the Assessment Area One Special Assessments to the lots being platted and the remaining property within Assessment Area One 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 One Special 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 73 40' Lots and 118 50' Lots platted within Assessment Area One of the District. Thus, at the time of platting of any portion of Assessment Area One, or any re-platting thereof, there must be at least 73 40' Lots and 118 50' Lots platted in Assessment Area One 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 One 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 One is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 73 40' Lots and 118 50' Lots are to be platted within Assessment Area One, 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 One installment payable for Assessment Area One. 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 One 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 One 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 176 ERUs will be assigned to Assessment Area One, as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to Assessment Area One. In the event Developer plats less than 176 ERUs within Assessment Area One, the Developer may either make a True-Up Payment or leave unassigned Assessment Area One Special Assessments on un-platted lands within Assessment Area One, 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 One Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service

related to the Assessment Area One Project, including all costs of financing and interest. The District, however, may collect Assessment Area One Special Assessments in excess of the annual debt service related to the Assessment Area One Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area One 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 One Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area One 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 One Special Assessments and to abide by the requirements of the Reallocation of Assessment Area One Special 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: Astonia Community Development District  
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: Ernie Caldwell Properties, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Robert J. Adams

With a copy to: Peterson & Myers, P.A.  
225 E. Lemon St.



Lakeland, Florida 33801  
Attn: Bart Allen

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

**B.** No portion of Assessment Area One 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 One exempt from debt special assessments or to be dedicated to the County, the District, or other governmental agencies.

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

**C.** Developer shall not transfer any portion of Assessment Area One 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 One 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 One 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 One Bonds then outstanding with regard to material amendments.

**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 One 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 One Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area One 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 One Bonds, on behalf of the owners of the Assessment Area One 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.

*[Signature pages follow]*

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

WITNESSES:

**ERNIE CALDWELL PROPERTIES,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Robert J. Adams, 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 Robert J. Adams, as Manager of Ernie Caldwell Properties, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Harold R. Baxter  
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 Harold R. Baxter, as Chairperson of the Board of Supervisors of Astonia Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of Assessment Area One  
**Comp. Exhibit B:** *Engineer's Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020



## EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF

15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A

DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

COMPOSITE EXHIBIT B – ENGINEER’S REPORT

*[TO BE ATTACHED]*

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**February 3, 2020**



**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER’S REPORT  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the “District”) is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the “County”). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots (289 – 40 foot wide lots and 392 – 50 foot wide lots), recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes (289 – 40 foot wide lots and 392 – 50 foot wide lots) and associated infrastructure (“Development”). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development). The Development will be constructed in one phase.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).



There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.



## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (681 Lots)**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	March 2020
Construction Permits	March 2020
Polk County Health Department Water	March 2020
FDEP Sewer	March 2020
FDEP NOI	March 2020
ACOE	N/A

## **VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## **VIII. REPORT MODIFICATION**

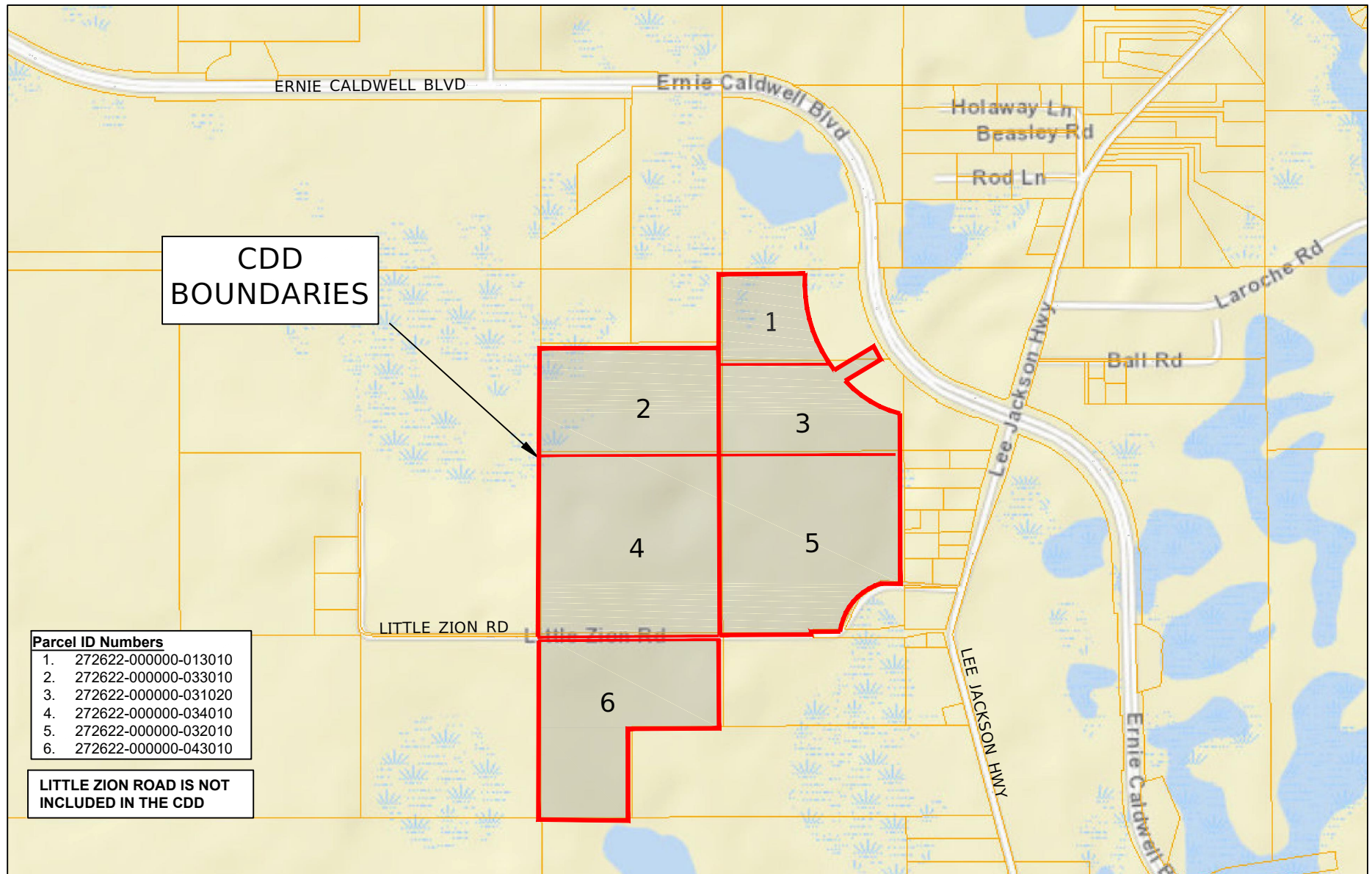
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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 CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. 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 public infrastructure improvements 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 the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.



1925 BARTOW ROAD • LAKE LAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 1**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**LOCATION MAP**



## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

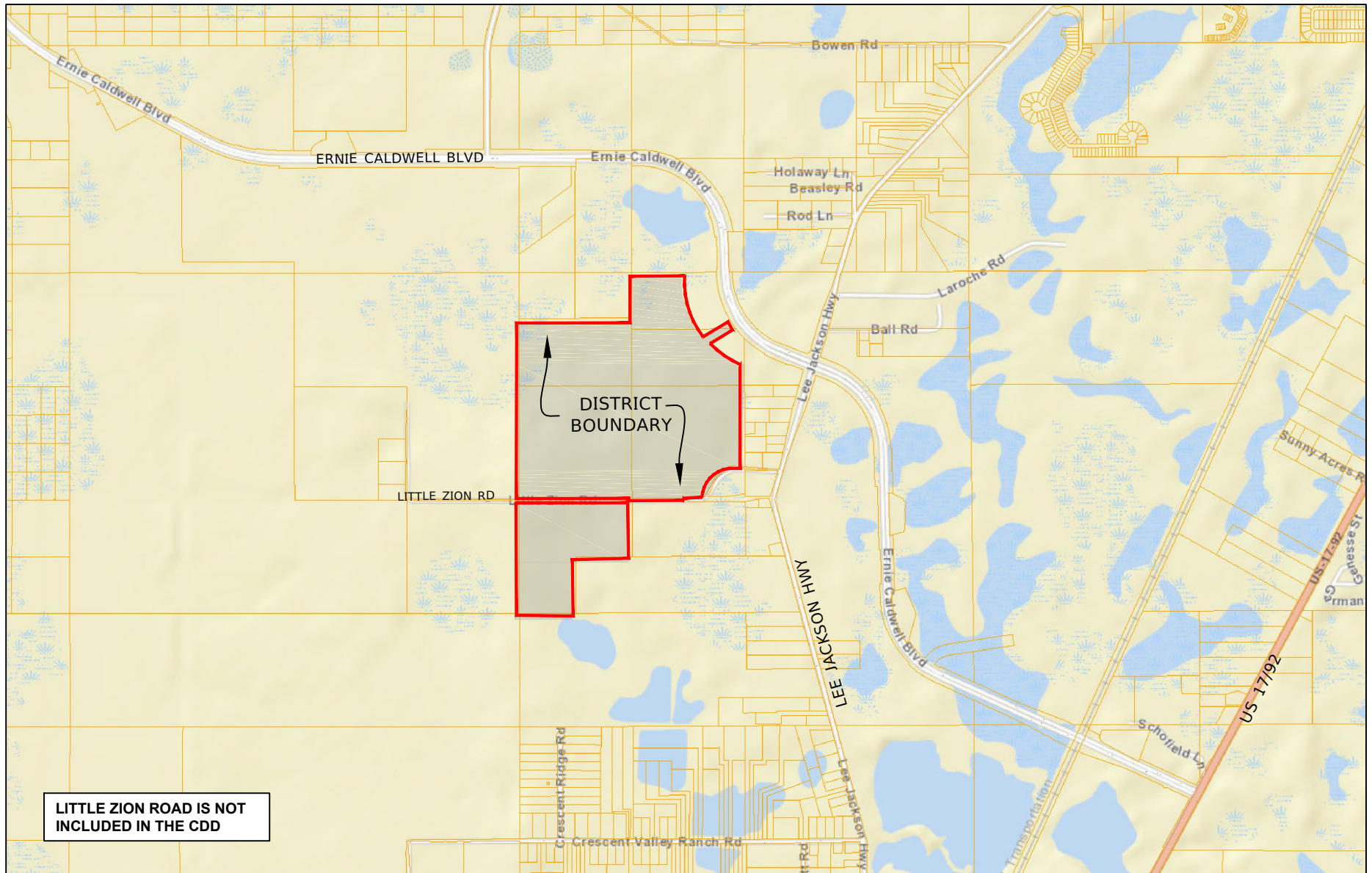
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





# EXHIBIT 3 ASTONIA CDD DISTRICT BOUNDARY MAP

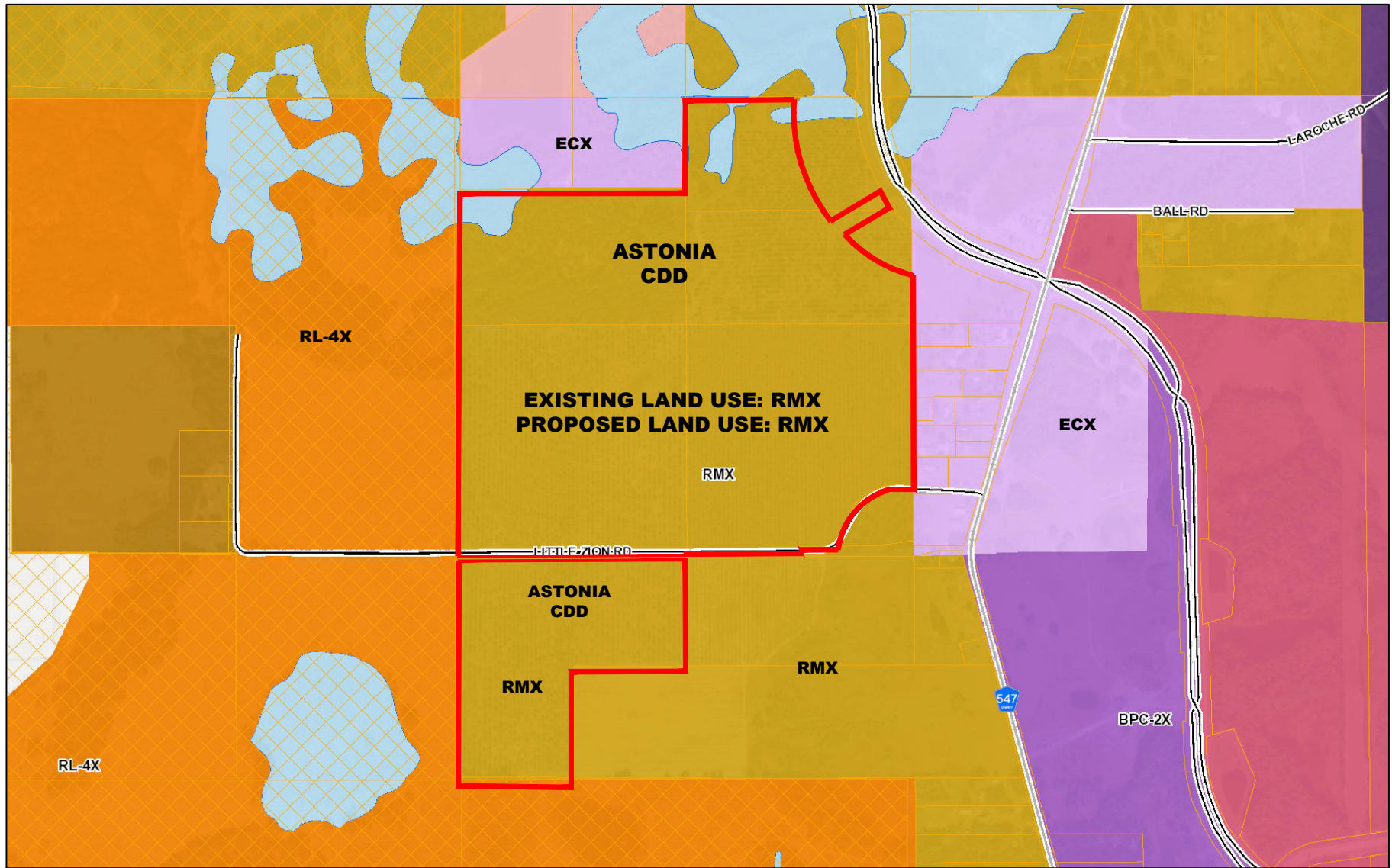


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NO  
SCALE





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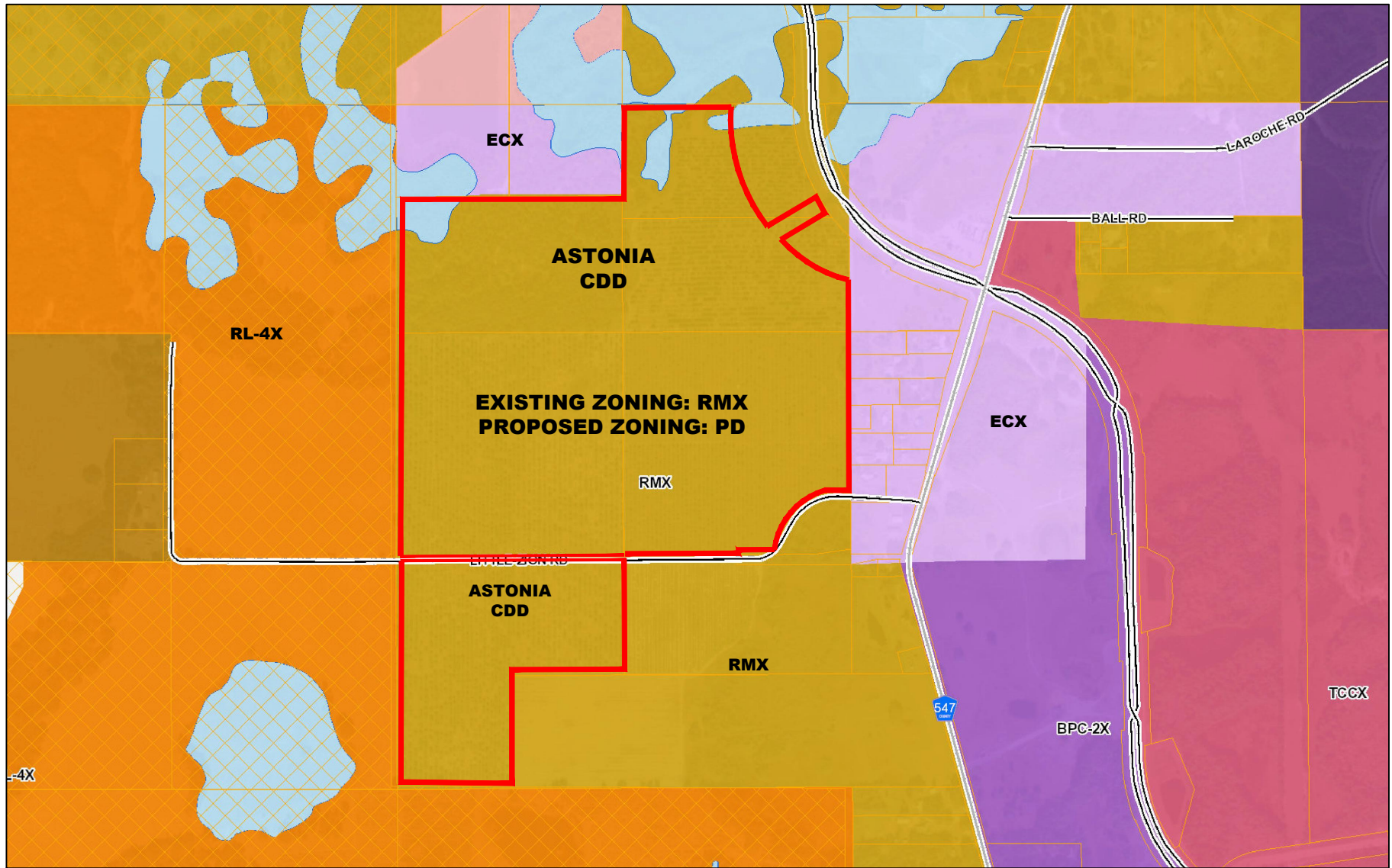
**LEGEND**

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

**EXHIBIT 5**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY FUTURE LAND USE MAP**







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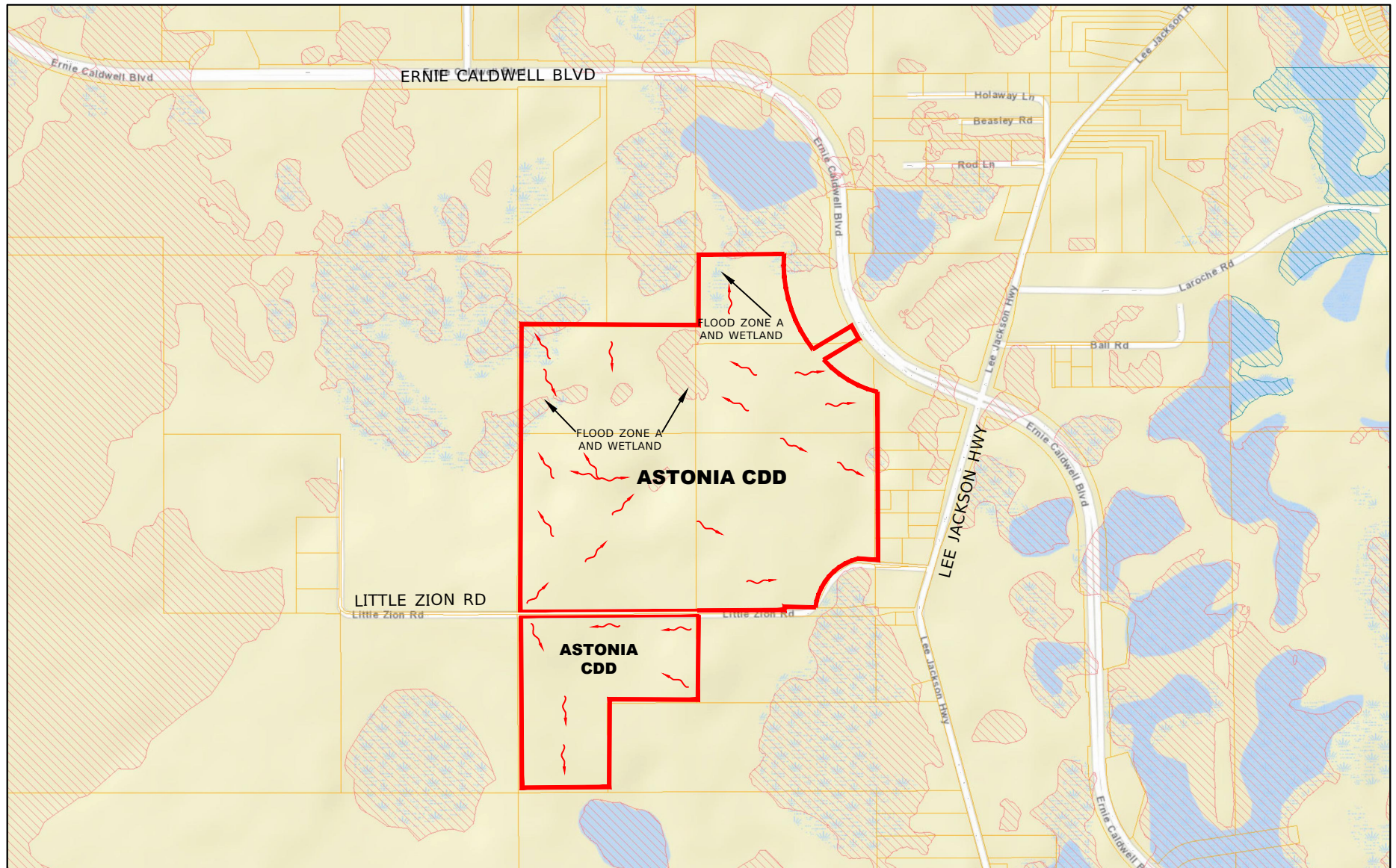
#### LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

## EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP







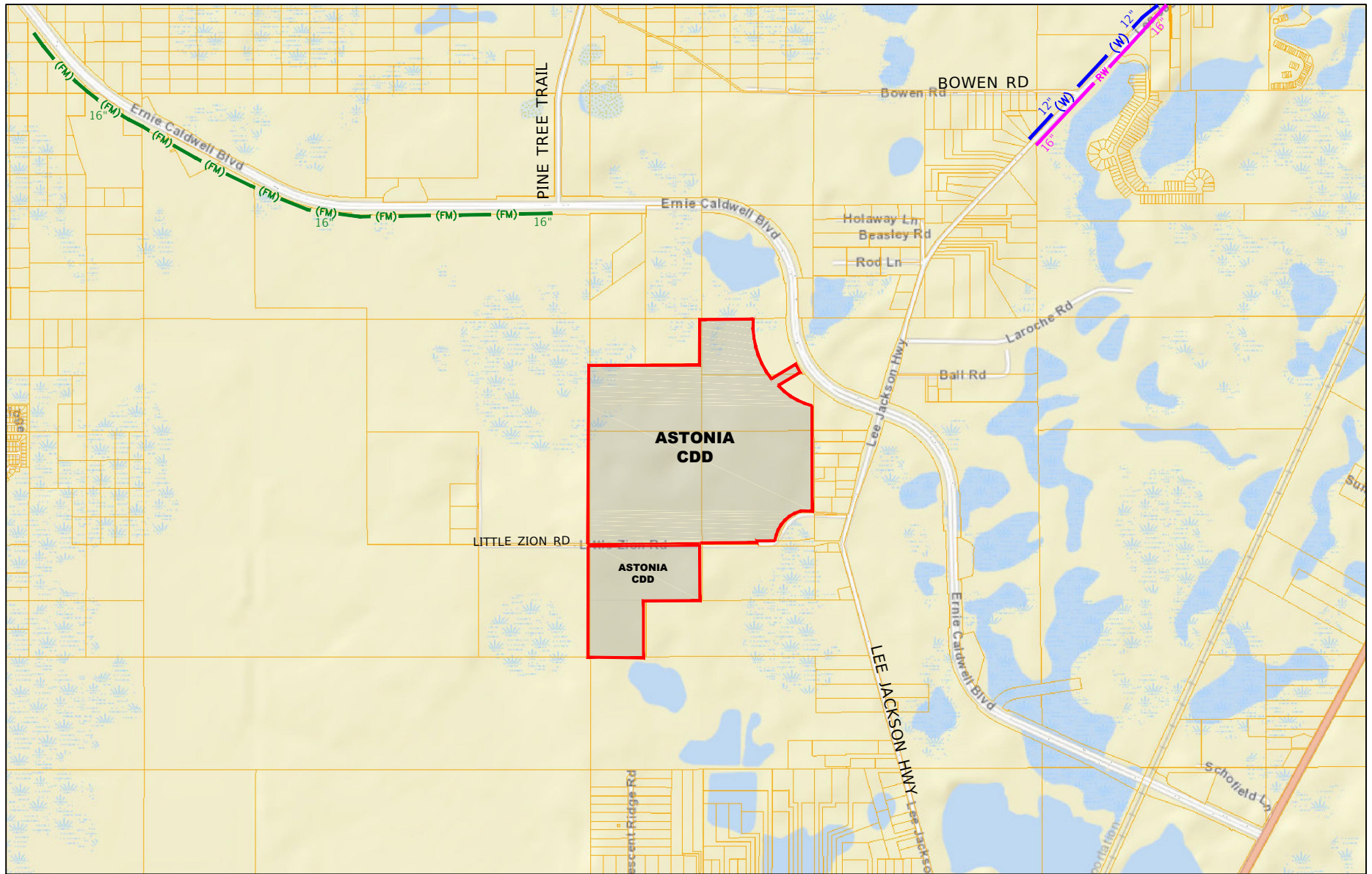
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## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT DRAINAGE MAP

LEGEND  
 ~~~~~ FLOW DIRECTION







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#### LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 16" FORCE MAIN
- RW — EXISTING 16" RECLAIM WATER MAIN

## COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP



NO  
SCALE

**Composite Exhibit 7**  
**Astoria CDD**  
**Community Development District**  
**Summary of Probable Cost**

| <b><u>Infrastructure</u></b> <sup>(1)(9)</sup>                    | <b><u>Total</u></b><br><b><u>(681 Lots)*</u></b> |
|-------------------------------------------------------------------|--------------------------------------------------|
| Offsite Improvements <sup>(5)(6)</sup>                            | \$ 2,300,000.00                                  |
| Stormwater Management <sup>(2)(3)(5)(6)</sup>                     | \$ 4,800,000.00                                  |
| Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup> | \$4,700,000.00                                   |
| Roadway <sup>(4)(5)(6)</sup>                                      | \$2,800,000.00                                   |
| Entry Feature <sup>(6)(7)</sup>                                   | \$ 1,100,000.00                                  |
| Parks and Recreational Facilities <sup>(1)(6)</sup>               | \$ 1,600,000.00                                  |
| Contingency                                                       | \$ 800,000.00                                    |
| <b>TOTAL</b>                                                      | <b>\$18,100,000.00</b>                           |

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.

\*289 – 40 foot wide lots

392 – 50 foot wide lots



**Composite Exhibit 8**  
**Astoria CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

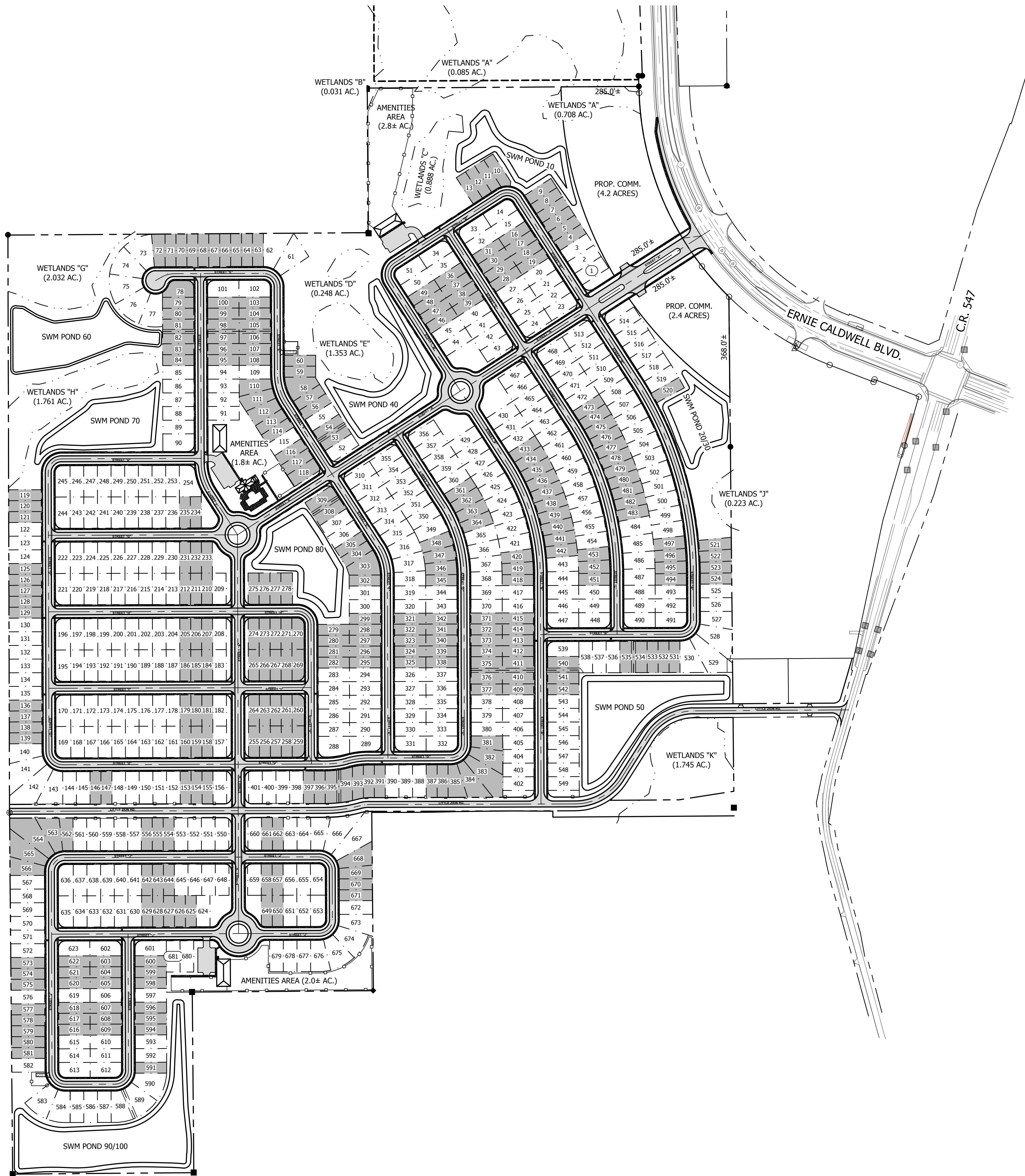
| <u>District Infrastructure</u>    | <u>Construction</u> | <u>Ownership</u> | <u>Capital Financing*</u> | <u>Operation and Maintenance</u> |
|-----------------------------------|---------------------|------------------|---------------------------|----------------------------------|
| Offsite Improvements              | District            | County           | District Bonds            | County                           |
| Stormwater Facilities             | District            | District         | District Bonds            | District                         |
| Lift Stations/Water/Sewer         | District            | Polk County      | District Bonds            | Polk County                      |
| Street Lighting/Conduit           | District            | **District       | District Bonds            | **District                       |
| Road Construction                 | District            | District         | District Bonds            | District                         |
| Entry Feature & Signage           | District            | District         | District Bonds            | District                         |
| Parks and Recreational Facilities | District            | District         | District Bonds            | District                         |

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

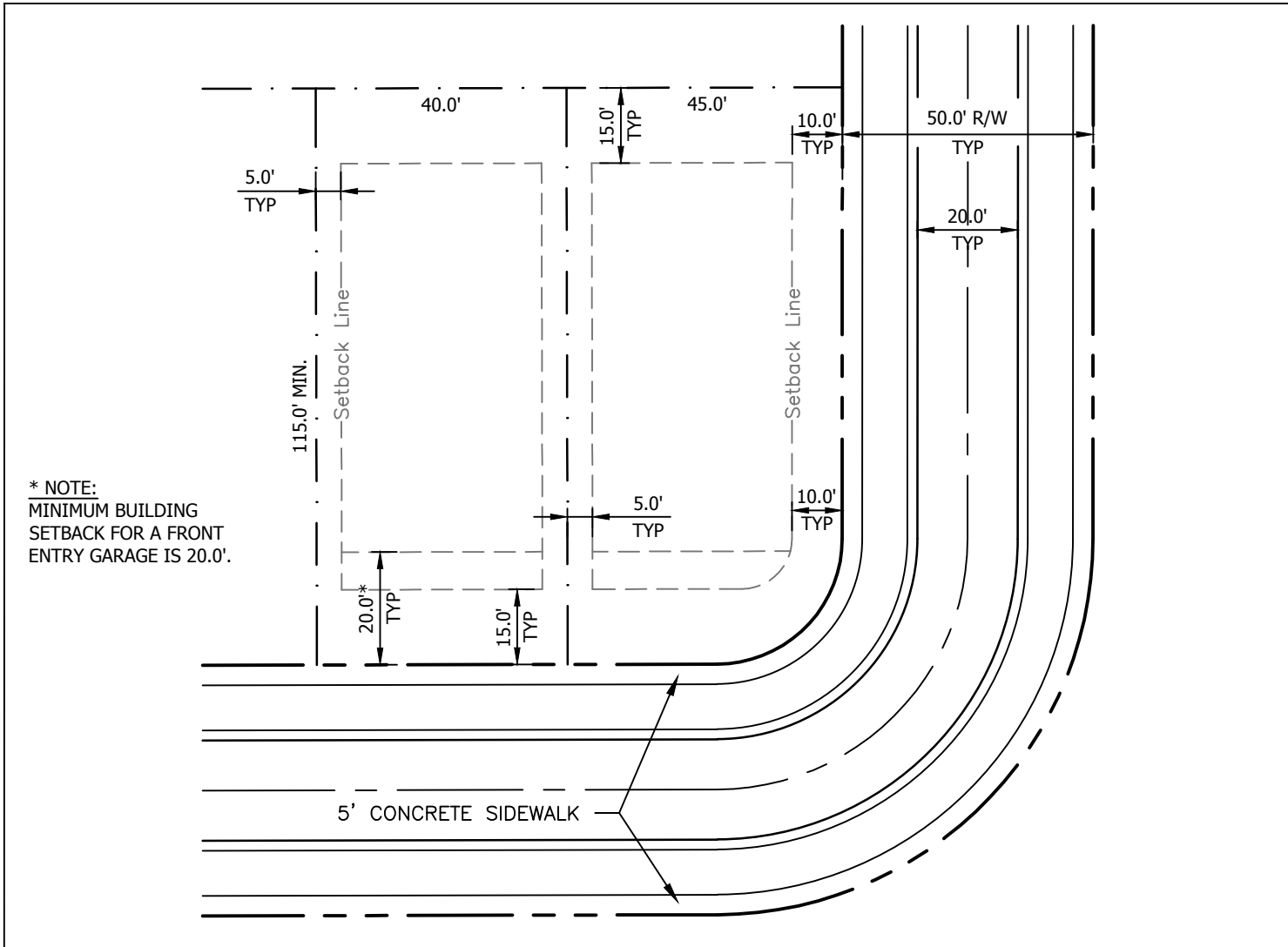


X:\Jobs\2019\19-013 - Astonia - ECG South Drawings\Astonia-Corst-10.dwg

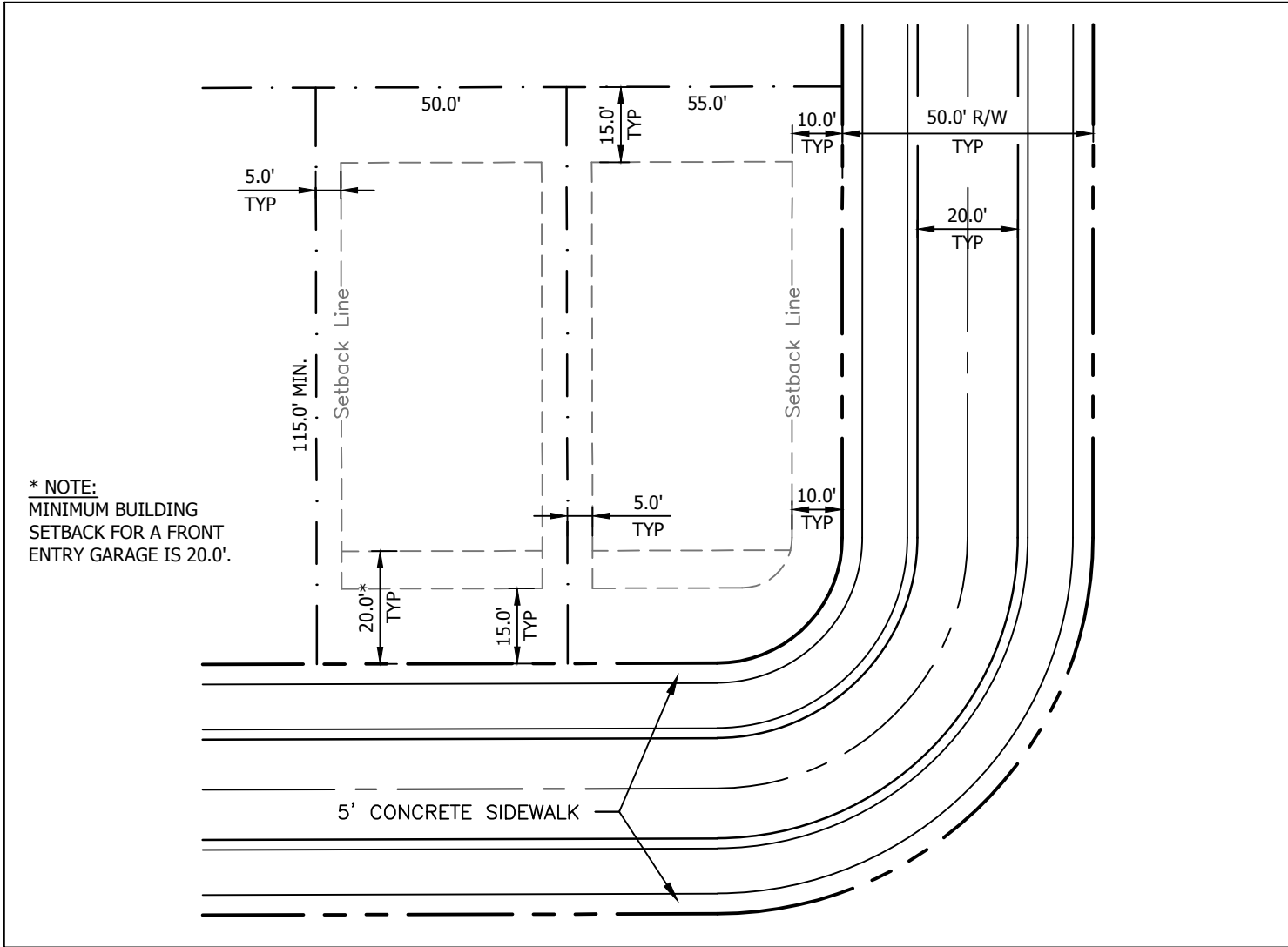


SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)



PROPOSED TYPICAL 40' WIDE LOTS  
N.T.S.



PROPOSED TYPICAL 50' WIDE LOTS  
N.T.S.

NOTE:

IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.

OVERALL DEVELOPMENT  
PLAN

H  
HUNTER  
ENGINEERING  
4900 Dunec Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For  
ERNIE CALDWELL PROPERTIES, LLC.  
3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-619-7103

Construction Plans  
For  
Astonia Subdivision  
Davenport, Florida

Date: December 24, 2019

Project No.: 19-013

Not Valid Without Engineer's Seal  
BRYAN A. HUNTER  
LICENSED  
No. 53168  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
This item has been digitally signed and sealed by  
Bryan A. Hunter using a digital signature on the  
date indicated. Printed copies of this  
document are not considered signed and sealed  
and the signature must be verified on any  
electronic copies.

Bryan A. Hunter, P.E.  
Reg. No. 53168  
C.A. #8394

C104



**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**May 14, 2020**

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan



**SUPPLEMENTAL ENGINEER'S REPORT**  
**ASTONIA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Astonia Community Development District (the "District") is located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the "County"). The District currently contains approximately 159.93 acres and is expected to consist of 681 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 2020-002 which was approved by the Polk County Board of County Commission on January 7, 2020. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. 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 property within the District. The District 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 lands 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 District's Board of Supervisors. Estimated costs outlined in this report are 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 including common area, sidewalks in the right-of-way, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, 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 the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using 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 not yet been completed and permitted for the improvements described herein. 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 landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 681 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road within the County. The Development has a land use of RMX (Residential Medium) and a zoning of PD (Planned Development) The Development will be constructed in three Phases. (Phase 1- 191 lots, Phase 2 - 306 Lots, and Phase 3 – 184 lots).

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP 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 Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the Development The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan (“CIP”) includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (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 measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. 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.



### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, 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.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **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 Polk County Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. 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. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of 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 or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.



### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion as a single phase in 2020. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

### **Public Amenities and Parks**

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for 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 single-family planned development.

## **VI. PERMITTING**

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and County construction plan approval.

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

### **PHASE 1 (191 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | Approved                        |
| Preliminary Plat                    | N/A                             |
| SWFWMD ERP                          | Approved                        |
| Construction Permits                | Approved                        |
| Polk County Health Department Water | May 2020                        |
| FDEP Sewer                          | Approved                        |
| FDEP NOI                            | May 2020                        |
| ACOE                                | N/A                             |

**PHASE 2 (306 Lots)**

| Permits / Approvals                 | Approval / Expected Date |
|-------------------------------------|--------------------------|
| Zoning Approval                     | Approved                 |
| Preliminary Plat                    | N/A                      |
| SWFWMD ERP                          | Approved                 |
| Construction Permits                | Approved                 |
| Polk County Health Department Water | May 2020                 |
| FDEP Sewer                          | Approved                 |
| FDEP NOI                            | May 2020                 |
| ACOE                                | N/A                      |

**PHASE 3 (184 Lots)**

| Permits / Approvals                 | Approval / Expected Date |
|-------------------------------------|--------------------------|
| Zoning Approval                     | Approved                 |
| Preliminary Plat                    | N/A                      |
| SWFWMD ERP                          | Approved                 |
| Construction Permits                | Approved                 |
| Polk County Health Department Water | May 2020                 |
| FDEP Sewer                          | Approved                 |
| FDEP NOI                            | May 2020                 |
| ACOE                                | N/A                      |

**VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County and the 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 the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the County regulations.

## 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.

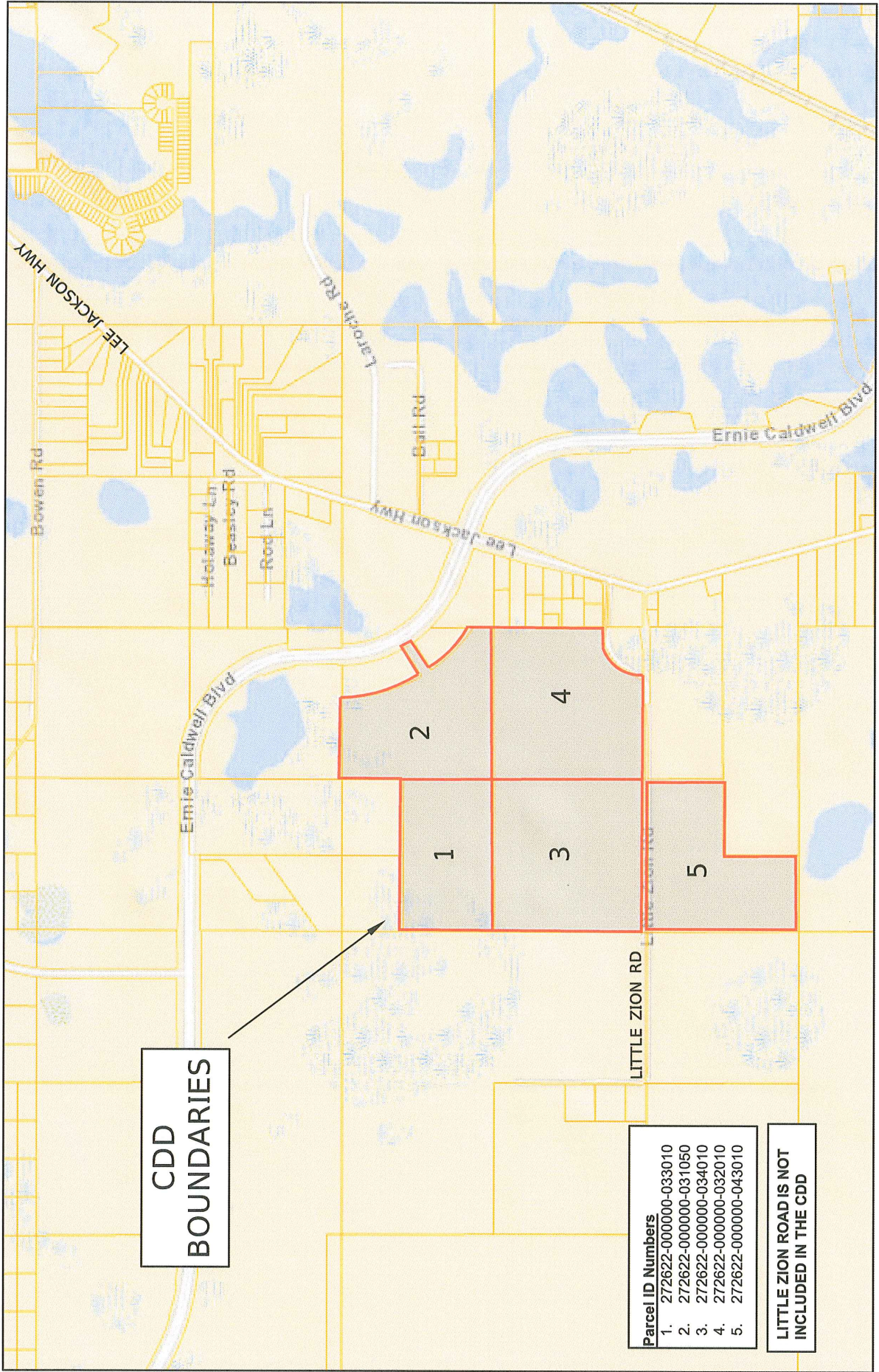
## IX. CONCLUSION

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

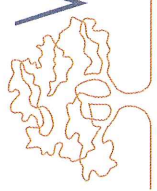
The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, 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 CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure 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 accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction of the proposed CIP can be completed at the estimated cost as stated.





**EXHIBIT 1**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**LOCATION MAP**



**WOOD & ASSOCIATES**  
Engineering, LLC

1925 BARTOW ROAD • LAKELAND, FL 33801  
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018  
EMAIL: INFO@WOODCIVIL.COM



## LEGAL DESCRIPTION

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE RUN N89°38'14"E ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 708.93 FEET; THENCE S02°00'48"E A DISTANCE OF 31.96 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 28°43'45", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S16°22'40"E, WITH A CHORD LENGTH OF 687.21 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 694.46 FEET; THENCE N57°11'19"E A DISTANCE OF 285.23 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ERNIE CALDWELL BOULEVARD, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 05°12'38", WITH A RADIUS OF 1100.00 FEET, WITH A CHORD BEARING OF S32°48'41"E, WITH A CHORD LENGTH OF 100.00 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 100.03 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN S57°11'19"W A DISTANCE OF 285.23 FEET TO A CURVE TURNING TO THE LEFT WITH A DELTA ANGLE OF 21°30'05", WITH A RADIUS OF 1385.00 FEET, WITH A CHORD BEARING OF S45°37'51"E, WITH A CHORD LENGTH OF 516.70 FEET; THENCE RUN ALONG SAID CURVE AN ARC LENGTH OF 519.75 FEET; THENCE S00°34'03"E A DISTANCE OF 1126.63 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF LITTLE ZION ROAD; THENCE RUN ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 29 COURSES; 1) N86°53'43"W A DISTANCE OF 12.69 FEET; 2) THENCE N87°23'02"W A DISTANCE OF 65.40 FEET; 3) THENCE S87°44'53"W A DISTANCE OF 34.73 FEET; 4) THENCE S82°19'26"W A DISTANCE OF 41.07 FEET; 5) THENCE S73°10'25"W A DISTANCE OF 16.81 FEET; 6) THENCE S70°46'24"W A DISTANCE OF 24.09 FEET; 7) THENCE S70°28'57"W A DISTANCE OF 16.64 FEET; 8) THENCE S61°58'48"W A DISTANCE OF 36.62 FEET; 9) THENCE S57°16'53"W A DISTANCE OF 63.50 FEET; 10) THENCE S46°20'51"W A DISTANCE OF 35.85 FEET; 11) THENCE S35°40'32"W A DISTANCE OF 14.37 FEET; 12) THENCE S35°36'06"W A DISTANCE OF 15.07 FEET; 13) THENCE S29°16'16"W A DISTANCE OF 33.67 FEET; 14) THENCE S28°02'33"W A DISTANCE OF 100.08 FEET; 15) THENCE S29°35'32"W A DISTANCE OF 41.20 FEET; 16) THENCE S37°51'45"W A DISTANCE OF 60.25 FEET; 17) THENCE S48°18'53"W A DISTANCE OF 16.90 FEET; 18) THENCE S56°17'21"W A DISTANCE OF 18.08 FEET; 19) THENCE S62°22'59"W A DISTANCE OF 10.29 FEET; 20) THENCE S89°37'17"W A DISTANCE OF 165.14 FEET; 21) THENCE S00°24'07"E A DISTANCE OF 17.27 FEET; 22) THENCE S89°49'44"W A DISTANCE OF 51.17 FEET; 23) THENCE S89°15'22"W A DISTANCE OF 100.01 FEET; 24) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 25) THENCE S89°25'40"W A DISTANCE OF 100.00 FEET; 26) THENCE S89°18'48"W A DISTANCE OF 100.00 FEET; 27) THENCE S89°35'59"W A DISTANCE OF 100.00 FEET; 28) THENCE S89°42'52"W A DISTANCE OF 100.00 FEET; 29) THENCE S89°35'59"W A DISTANCE OF 11.74 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN S00°31'51"E A DISTANCE OF 672.83 FEET; THENCE S89°33'56"W A DISTANCE OF 663.12 FEET; THENCE S00°30'40"E A DISTANCE OF 661.24 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 22; THENCE S89°31'59"W ALONG SAID SOUTH LINE A DISTANCE OF 663.35 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE THE FOLLOWING 3 COURSES; 1) N00°29'28"W A DISTANCE OF 1323.24 FEET; 2) THENCE N00°09'33"W A DISTANCE OF 1322.55 FEET; 3) THENCE N00°09'33"W A DISTANCE OF 792.10 FEET TO THE NORTH LINE OF THE SOUTH 24 ACRES OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N89°37'27"E ALONG SAID NORTH LINE A DISTANCE OF 1318.54 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE N00°20'51"W ALONG SAID WEST LINE A DISTANCE OF 529.36 FEET RETURNING TO THE POINT OF BEGINNING, LESS MAINTAINED RIGHT OF WAY FOR LITTLE ZION ROAD.

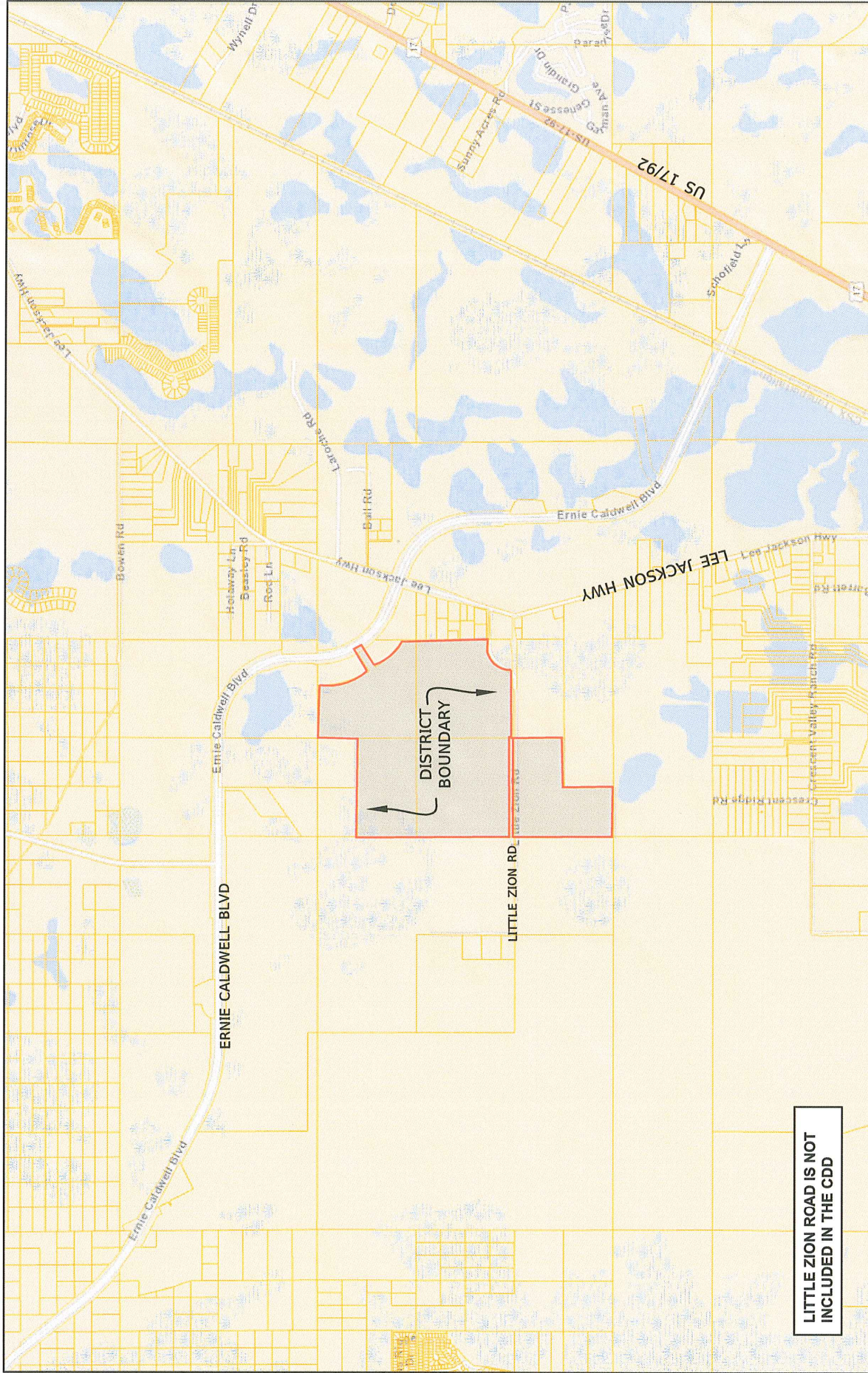
CONTAINING AN AREA OF 159.93 ACRES MORE OR LESS.



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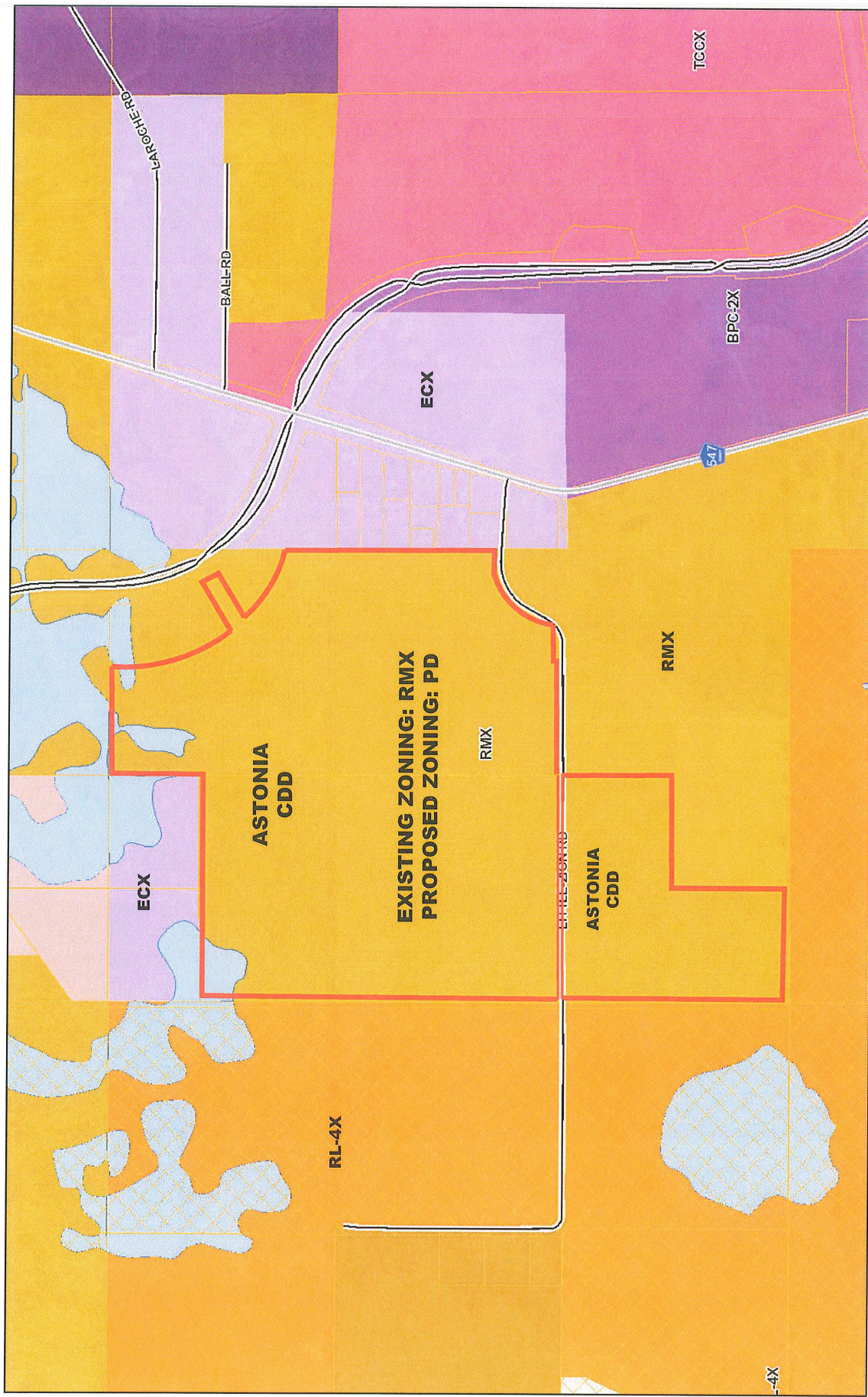
## EXHIBIT 2 ASTONIA COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION





LITTLE ZION ROAD IS NOT INCLUDED IN THE CDD





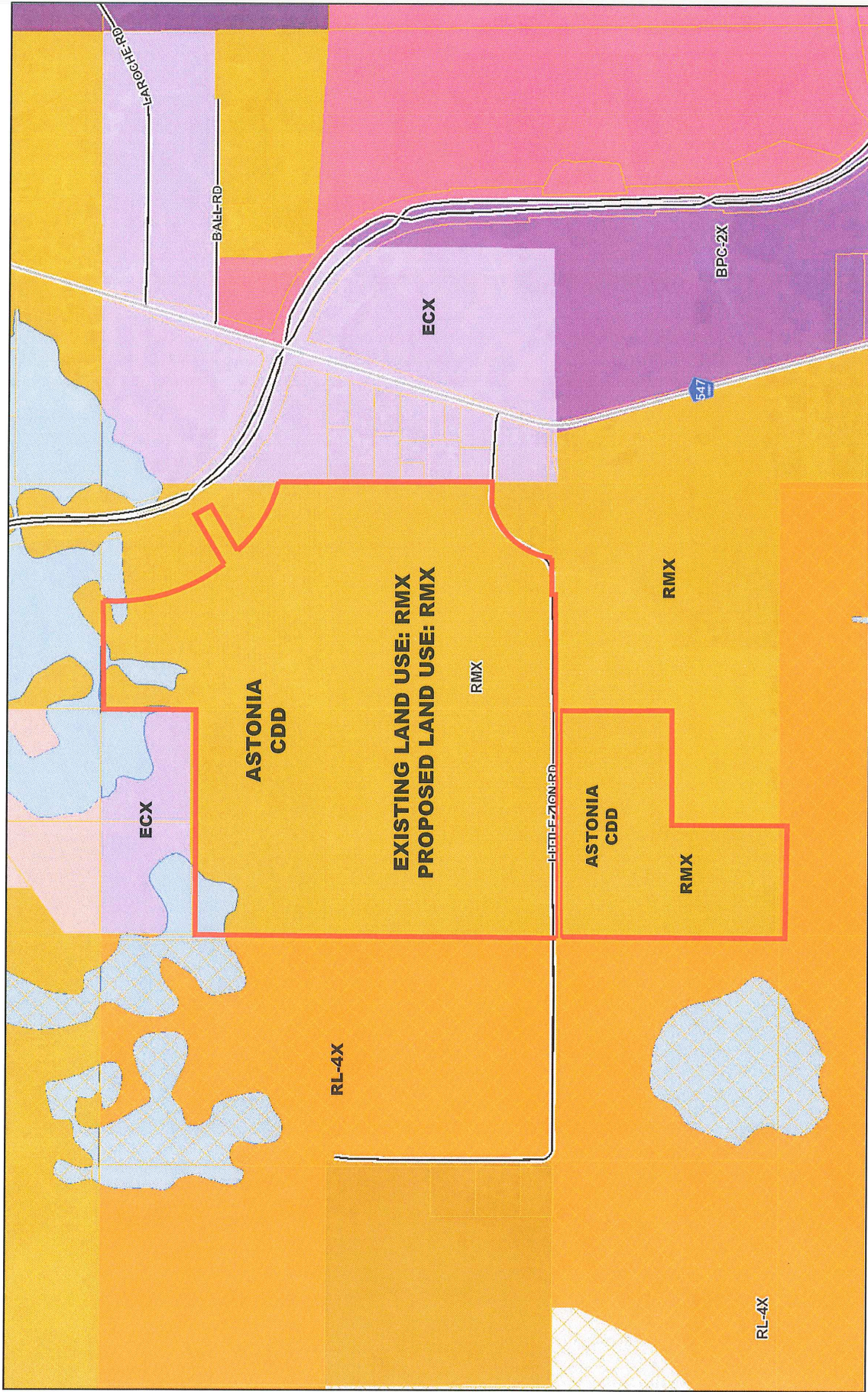
# EXHIBIT 4 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY ZONING MAP

- LEGEND**
- RMX - RESIDENTIAL MEDIUM
  - RL-4X - RESIDENTIAL LOW
  - ECX - EMPLOYMENT CENTER
  - BPC-2X - BUSINESS PARK CENTER



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N  
NO  
SCALE

# EXHIBIT 5 ASTONIA COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY FUTURE LAND USE MAP

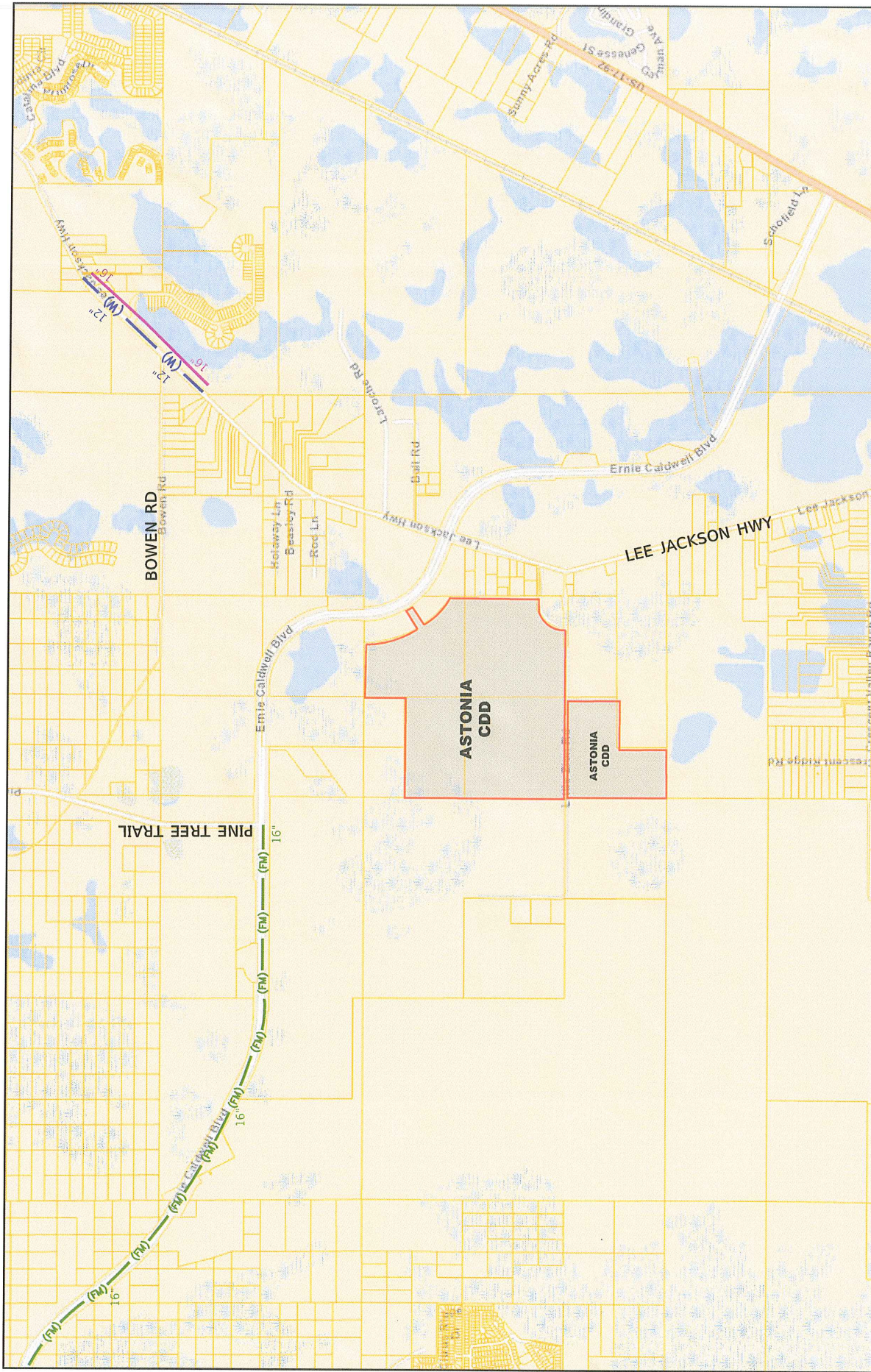
## LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER

**WOOD & ASSOCIATES**  
Engineering, LLC

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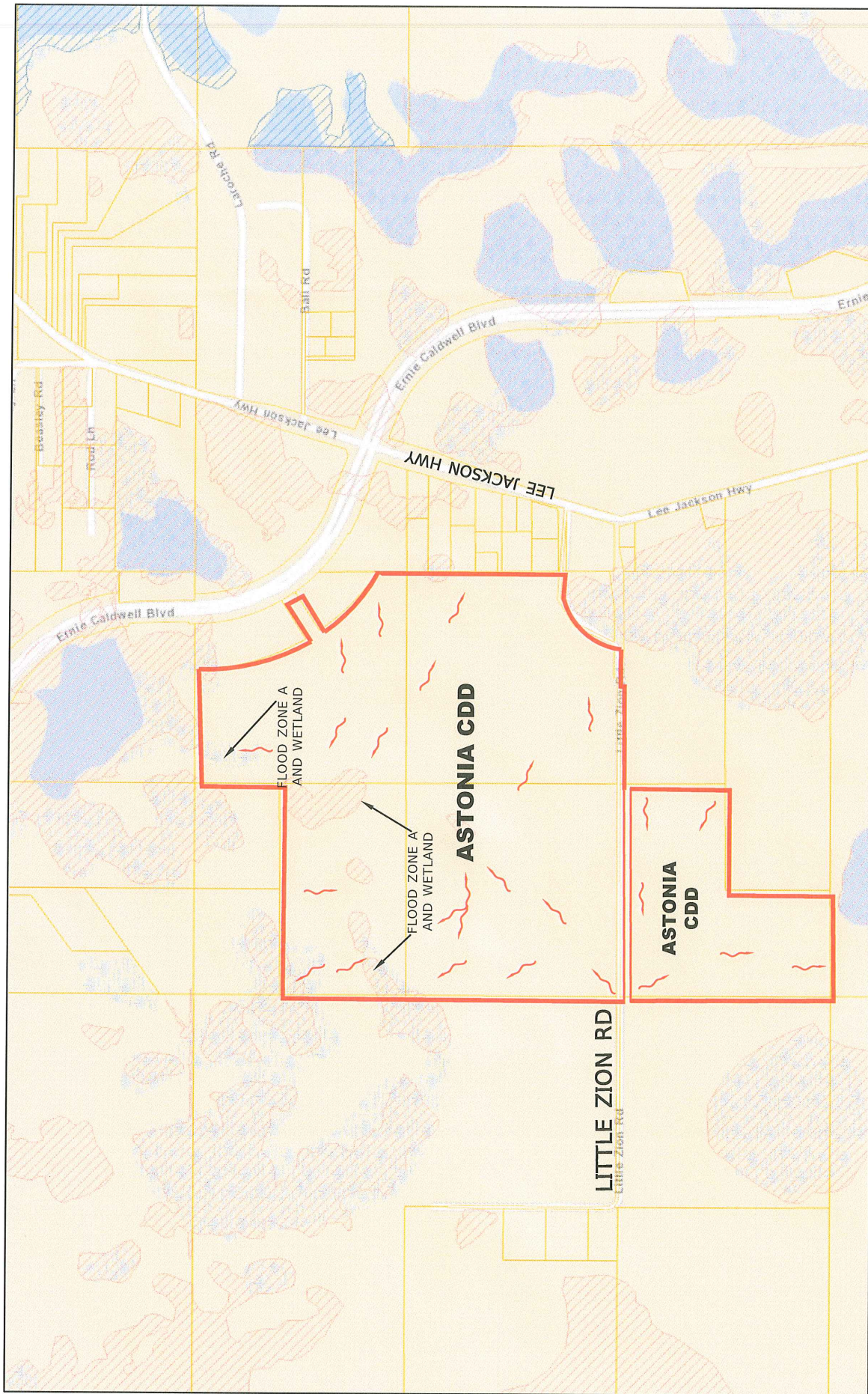
# COMPOSITE EXHIBIT 6 ASTONIA COMMUNITY DEVELOPMENT DISTRICT WATER & WASTEWATER MAP

- LEGEND**
- (W) — EXISTING 12" WATER MAIN
  - (FM) — EXISTING 16" FORCE MAIN
  - (RW) — EXISTING 16" RECLAIM WATER MAIN



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# COMPOSITE EXHIBIT 6

## ASTONIA COMMUNITY DEVELOPMENT DISTRICT

### DRAINAGE MAP

LEGEND  
 FLOW DIRECTION



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NO  
 SCALE



**Composite Exhibit 7**  
**Astonia CDD**  
**Community Development District**  
**Summary of Probable Cost**

| <b>Infrastructure <sup>(1)(9)</sup></b>                           | <b>Phase 1<br/>191 Lots <sup>(10)</sup></b> | <b>Phase 2<br/>306 Lots <sup>(11)</sup></b> | <b>Phase 3<br/>184 Lots <sup>(12)</sup></b> | <b>Total<br/>681 Lots <sup>(13)</sup></b> |
|-------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|-------------------------------------------|
| Offsite Improvements <sup>(5)(6)</sup>                            | \$ 650,000.00                               | \$1,050,000.00                              | \$ 600,000.00                               | \$ 2,300,000.00                           |
| Stormwater Management <sup>(2)(3)(5)(6)</sup>                     | \$1,350,000.00                              | \$2,160,000.00                              | \$1,290,000.00                              | \$ 4,800,000.00                           |
| Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup> | \$1,320,000.00                              | \$2,120,000.00                              | \$1,260,000.00                              | \$ 4,700,000.00                           |
| Roadway <sup>(4)(5)(6)</sup>                                      | \$ 790,000.00                               | \$1,260,000.00                              | \$ 750,000.00                               | \$ 2,800,000.00                           |
| Entry Feature <sup>(6)(7)</sup>                                   | \$ 310,000.00                               | \$ 495,000.00                               | \$ 295,000.00                               | \$ 1,100,000.00                           |
| Parks and Recreational Facilities <sup>(1)(6)</sup>               | \$ 450,000.00                               | \$ 720,000.00                               | \$ 430,000.00                               | \$ 1,600,000.00                           |
| Contingency                                                       | \$ 210,000.00                               | \$ 345,000.00                               | \$ 245,000.00                               | \$ 800,000.00                             |
| <b>TOTAL</b>                                                      | <b>\$5,080,000.00</b>                       | <b>\$8,150,000.00</b>                       | <b>\$4,870,000.00</b>                       | <b>\$18,100,000.00</b>                    |

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 681 lots.
10. 73 – 40 foot wide lots and 118 - 50 foot wide lots
11. 143 – 40 foot wide lots and 163 – 50 foot wide lots
12. 73 – 40 foot wide lots and 111 – 50 foot wide lots
13. 289 – 40 foot wide lots and 392 – 50 foot wide lots.

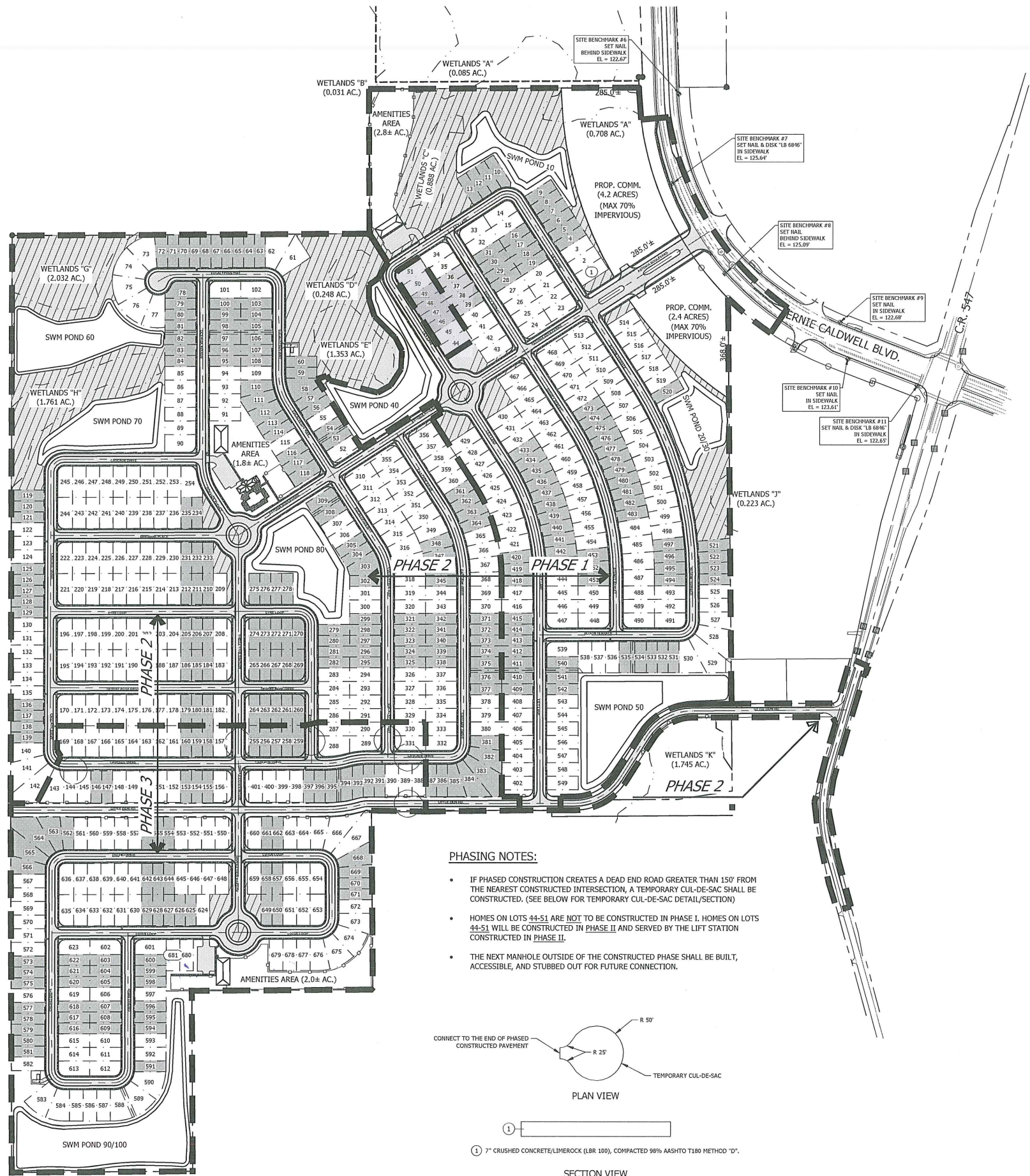
**Composite Exhibit 8**  
**Astonia CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

| <u>District Infrastructure</u>    | <u>Construction</u> | <u>Ownership</u> | <u>Capital Financing*</u> | <u>Operation and Maintenance</u> |
|-----------------------------------|---------------------|------------------|---------------------------|----------------------------------|
| Offsite Improvements              | District            | County           | District Bonds            | County                           |
| Stormwater Facilities             | District            | District         | District Bonds            | District                         |
| Lift Stations/Water/Sewer         | District            | Polk County      | District Bonds            | Polk County                      |
| Street Lighting/Conduit           | District            | **District       | District Bonds            | **District                       |
| Road Construction                 | District            | District         | District Bonds            | District                         |
| Entry Feature & Signage           | District            | District         | District Bonds            | District                         |
| Parks and Recreational Facilities | District            | District         | District Bonds            | District                         |

\*Costs not funded by bonds will be funded by the developer.

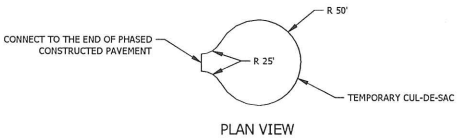
\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.





PHASING NOTES:

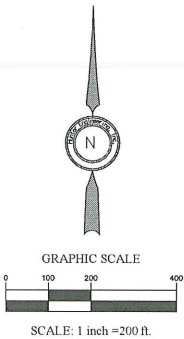
- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE NEAREST CONSTRUCTED INTERSECTION, A TEMPORARY CUL-DE-SAC SHALL BE CONSTRUCTED. (SEE BELOW FOR TEMPORARY CUL-DE-SAC DETAIL/SECTION)
- HOUSES ON LOTS 44-51 ARE NOT TO BE CONSTRUCTED IN PHASE I. HOUSES ON LOTS 44-51 WILL BE CONSTRUCTED IN PHASE II AND SERVED BY THE LIFT STATION CONSTRUCTED IN PHASE II.
- THE NEXT MANHOLE OUTSIDE OF THE CONSTRUCTED PHASE SHALL BE BUILT, ACCESSIBLE, AND STUBBED OUT FOR FUTURE CONNECTION.



① 7" CRUSHED CONCRETE/LIMEROCK (LBR 100), COMPACTED 98% AASHTO T180 METHOD "D".

SECTION VIEW

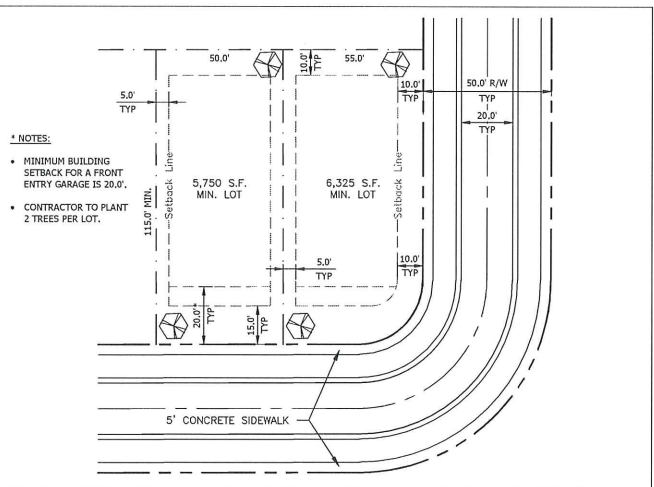
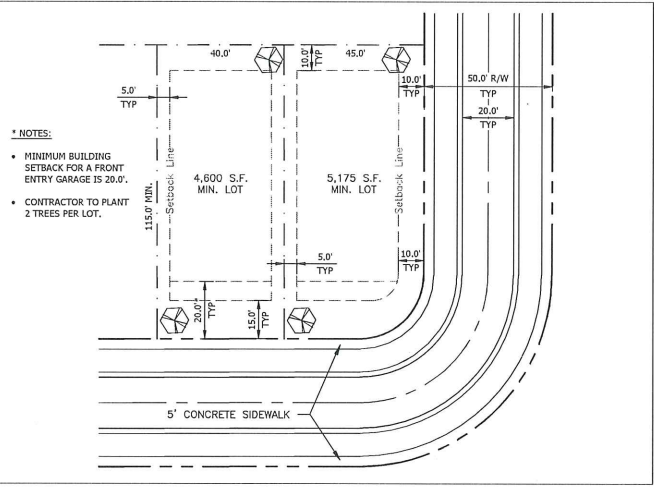
TEMPORARY CUL-DE-SAC ROAD DETAIL/SECTION NTS



SITE DATA:

NET PROJECT AREA: 159.93 ACRES  
TOTAL LOTS = 681 (100%) OR 4.3 DU/AC.  
40' LOTS = 289 (42%)  
50' LOTS = 392 (58%)  
OPEN SPACE REQUIRED = 10% OF DEVELOPMENT = 159.93 AC x 0.10 = 15.99 AC  
PROVIDED OPEN SPACE SHOWN IN HATCHED AREAS = 17.23 AC \*  
WETLAND OPEN SPACE = 6.72 AC (39% OF OPEN SPACE REQUIRED)  
UPLAND OPEN SPACE = 10.51 AC (61% OF OPEN SPACE REQUIRED)

\*THE AMOUNT OF OPEN SPACE DEPICTED ILLUSTRATES THIS PROJECT EXCEEDS THE REQUIREMENT FOR OPEN SPACE. MORE OPEN SPACE EXISTS PER COUNTY CODE BUT IT IS NOT SHOWN FOR CLARITY OF THE DRAWING.



NOTES:

- IMPROVEMENTS SHOWN WITHIN AMENITIES AREAS ARE FOR INFORMATION PURPOSES ONLY. THE SPECIFIC FEATURES, LOCATION, QUANTITY & DESIGN WILL BE PROVIDED UNDER SEPARATE COVER.
- ALL ADA RAMPS AND SIDEWALKS IN COMMON AREAS (NOT IN FRONT OF LOTS) SHALL BE CONSTRUCTED AS A PART OF THIS PROJECT.

OVERALL DEVELOPMENT PLAN

HUNTER ENGINEERING

4900 Dundee Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181  
C.A. #8394

Prepared For

ERNIE CALDWELL PROPERTIES, LLC

3020 S. FLORIDA AVE., SUITE 101  
LAKELAND, FL 33803  
Telephone: 863-419-7103

Construction Plans For

Astoria Subdivision  
Davenport, Florida

Date: May 8, 2020  
Project No.: 19-013

B. A. THOMAS, P.E.  
No. 53186  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

C104

# 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

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

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA ONE PROJECT** (“Assignment”) is made this 24<sup>th</sup> day of September, 2020, by and between:

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

**ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, the developer and owner of lands within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884, and its successors and assigns (the “Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, Developer is the owner of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Assessment Area One”); and

**WHEREAS**, the District proposes to issue its \$3,830,000.00 Astonia Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project) (“Assessment Area One Bonds”), to finance certain improvements which will benefit all of Assessment Area One; and

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

**WHEREAS**, the Parties intend that Assessment Area One will be platted and fully developed into a total of 191 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 District’s *Master Assessment*

*Methodology*, dated February 13, 2020, as supplemented by that *Supplemental Assessment Methodology – Phase I*, dated August \_\_, 2020 (together, 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 One Bonds is described as “Phase 1” in the *Engineer’s Report for Capital Improvements*, dated February 3, 2020, as supplemented by that *Supplemental Engineer’s Report for Capital Improvement*, dated Mary 14, 2020 (together, the “Engineer’s Report”), and is referred to as the “Assessment Area One Project”; and

**WHEREAS**, in the event of default in the payment of the Assessment Area One Special Assessments securing the Assessment Area One Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Astonia Community Development District and Ernie Caldwell Properties, LLC, Regarding True-Up as to Assessment Area One Special Assessments*, dated September 24, 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 September 1, 2020 (the “Master Indenture”), as supplemented by that *First Supplemental Trust Indenture* dated as of September 1, 2020 (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area One Bonds are being issued, and the other Agreements being entered into by Developer concurrent herewith with respect to the Assessment Area One Bonds and the Assessment Area One Special 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 One 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 Assignment.

**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 One Project, and the Developer’s rights as declarant of any property owner or homeowner association with respect to Assessment Area One 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 One Special Assessments levied against the Assessment Area One 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 One 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 One Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the Polk County, Florida (“County”), 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, wastewater 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 One Project or the construction of improvements within the Assessment Area One Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area One Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area One Project or the construction of improvements within the Assessment Area One 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 One 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 One Special Assessments levied against the portion of Assessment Area One owned by the 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 One Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the County, 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 the Assessment Area One 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 One Project shall subject any and all affiliates or successors-in-interest of Developer as to the Assessment Area One Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area One 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 One 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 One Special 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 the Assessment Area One 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 One 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 Assignment (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Assignment, 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, respectively. 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 Assignment.

**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 One 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 Assessment Area One Bonds then outstanding with respect to material amendments.

**14. MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include 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:

**ERNIE CALDWELL PROPERTIES,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Robert J. Adams, 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 Robert J. Adams, as Manager of Ernie Caldwell Properties, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Harold R. Baxter  
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 Harold R. Baxter, as  
Chairperson of the Board of Supervisors of Astonia 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 One



## EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11)

S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION

22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, 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

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**DECLARATION OF CONSENT TO JURISDICTION OF  
ASTONIA COMMUNITY DEVELOPMENT DISTRICT AND TO  
IMPOSITION OF SPECIAL ASSESSMENTS**

**(SERIES 2020 – ASSESSMENT AREA ONE SPECIAL ASSESSMENTS)**

**ERNIE CALDWELL PROPERTIES, 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” also known as “Assessment Area One”), located within the boundaries of the Astonia 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 January 7, 2020, 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 Board of County Commissioners of Polk County, Florida (“County”), 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. 2020-002 enacted by the County and effective on January 7, 2020 (the “Ordinance”), was duly and properly adopted by the County 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 January 7, 2020, 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 debt special assessments (the “Assessment Area One Special Assessments”) imposed by, but not limited to Resolution No. 2020-28, 2020-29, 2020-36 and 2020-42 (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 Executive Order 20-69, dated March 20, 2020, as amended and extended, issued by Governor Ron DeSantis), that the District has taken all action necessary to levy and impose the Assessment Area One Special Assessments, and the Assessment Area One Special 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 One Special 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 One Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area One Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area One Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Astonia Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project), in the principal amount of \$3,830,000.00 (the "Assessment Area One Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area One 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 One Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area One Special 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*; (iv) to the extent Landowner fails to timely pay any Assessment Area One Special Assessments collected by mailed notice of the District, such unpaid Assessment Area One Special Assessments and future Assessment Area One Special 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, as amended and extended, issued by Governor Ron DeSantis ("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 One Special Assessments or the Assessment Area One 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 One Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 East Livingston Street, Orlando, Florida 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.

EFFECTIVE THIS 24<sup>th</sup> day of September, 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:

**ERNIE CALDWELL PROPERTIES,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Robert J. Adams, 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 Robert J. Adams, as Manager of Ernie Caldwell Properties, LLC, on behalf of the company.

[notary seal]

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



## EXHIBIT A

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105; THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-03105 THE FOLLOWING EIGHT (8) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1121.69 FEET; 8) S00°34'03"E, A DISTANCE OF 4.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16)

S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET; THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 54.14 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 67°30'00" AND A CHORD BEARING AND DISTANCE OF N23°26'19"E, 83.34 FEET) FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 142.00 FEET; THENCE N32°48'53"W, A DISTANCE OF 20.03 FEET; THENCE WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF N42°59'33"W, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE N53°10'25"W, A DISTANCE OF 96.46 FEET; THENCE S55°30'29"W, A DISTANCE OF 126.13 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050; THENCE LEAVING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°20'51"E, A DISTANCE OF 529.36 FEET, THENCE LEAVING WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N55°30'29"E, A DISTANCE OF 126.13 FEET; THENCE S53°10'25"E, A DISTANCE OF 96.46 FEET; THENCE WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF

39.00 FEET, A CENTRAL ANGLE OF 20°21'45" AND A CHORD BEARING AND DISTANCE OF S42°59'33"E, 13.79 FEET) FOR AN ARC DISTANCE OF 13.86 FEET TO A POINT OF TANGENCY; THENCE S32°48'53"E, A DISTANCE OF 20.03 FEET; THENCE S57°11'19"W, A DISTANCE OF 52.00 FEET; THENCE S32°48'41"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S32°48'41"E, A DISTANCE OF 365.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 115.00 FEET; THENCE N32°48'41"W, A DISTANCE OF 340.00 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N12°11'19"E, 35.36 FEET) FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N57°11'19"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.107 ACRES (2182673 SQUARE FEET) OF LAND, MORE OR LESS.

## SECTION VII



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER (ASTONIA CDD) AND  
CONTRACTOR (TUCKER PAVING, INC.) FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



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AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Astonia Community Development District ("Owner") and  
Tucker Paving, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Master project construction site work for Astonia Community Development District Phase 1\*, otherwise known as "Astonia", including offsite improvements, stormwater management, utilities, roadway, entry feature & signage, and parks and recreation facilities.

\* "Phase 1" refers to the entire capital improvement plan of the Astonia Community Development District as identified in the specifications and drawings included herein, and as more particularly described in the Astonia Community Development District Engineer's Report for Capital Improvements, dated February 3, 2020, prepared by Wood & Associates Engineering, LLC.

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Hunter Engineering, Inc., with a principal address of 855 Twin Oaks Lane, Winter Haven, Florida 33880.
- 3.02 The Owner has retained Wood & Associates Engineering LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

~~4.02 *Contract Times: Dates*~~

- ~~A. The Work will be substantially completed on or before \_\_\_\_\_, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before \_\_\_\_\_.~~

[or]

#### 4.02 *Contract Times: Days*

- A. ~~The Work will be substantially completed within \_\_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

\*A. Contractor agrees to complete all work described herein within three hundred and forty-five (345) calendar days of the issuance of a Notice to Proceed.

- B. ~~Parts of the Work shall be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
- ~~3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.~~
- ~~4. Milestones: Contractor shall pay Owner \$ \_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

- B. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ \_\_\_\_\_ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ \_\_\_\_\_.~~



## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: Ten Million Six Hundred Eighty-One Thousand Six Hundred Twelve Dollars and Zero Cents (\$10,681,612.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

| Unit Price Work                                                                                           |              |      |                    |            |                |
|-----------------------------------------------------------------------------------------------------------|--------------|------|--------------------|------------|----------------|
| Item No.                                                                                                  | Description  | Unit | Estimated Quantity | Unit Price | Extended Price |
|                                                                                                           | SEE ATTACHED |      |                    |            |                |
|                                                                                                           |              |      |                    |            |                |
|                                                                                                           |              |      |                    |            |                |
|                                                                                                           |              |      |                    |            |                |
|                                                                                                           |              |      |                    |            |                |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) |              |      |                    |            | \$             |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)~~  
\$
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. ~~Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \_\_\_\_\_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values~~

~~established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.~~

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract~~

~~a. \_\_\_\_\_ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. \_\_\_\_\_ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to \_\_\_\_\_ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less \_\_\_\_\_ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

~~\*A. Owner shall make progress payments to Contractor in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. In accordance with Section 218.735(8), Florida Statutes, ten percent (10%) shall be retained from each payment made to Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment.~~

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

7.01 ~~All amounts not paid when due shall bear interest at the rate of \_\_\_\_\_ percent per annum. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74(4), Florida Statutes.~~

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.

- a. N/A (pages \_\_\_ to \_\_\_, inclusive).
5. General Conditions (pages 1 to 72, inclusive).
6. Supplementary Conditions (pages 1 to 2, inclusive).
7. Technical Specifications (pages 1 to 1, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
10. Addenda (number 1, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 38, inclusive).
12. Addendum to Standard Agreement Regarding Insurance Requirements
13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Amendment(s) to this Agreement, if any.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 6/4/2020 (which is the Effective Date of the Contract).

OWNER: **Astoria Community  
Development District**

CONTRACTOR: **Tucker Paving, Inc.,**  
a Florida corporation

By: Reggie Baxter

By: Patrick Braisted

Title: Chairperson, Board of Supervisors

Title: EVP

*(If Contractor is a corporation, a partnership, or a  
joint venture, attach evidence of authority to sign.)*

Attest: [Signature]

Attest: [Signature]

Title: Manager

Title: Project Manager

Address for giving notices:

Governmental Management Services – Central  
Florida, LLC

Address for giving notices:

Tucker Paving, Inc.

219 East Livingston Street

3545 Lake Alfred Road

Orlando, Florida 32801

Winter Haven, Florida 33881

Phone: (407) 841-5524

Phone: (863) 299-2262

Fax: (407) 839-1526

Fax: (863) 294-1007

Attn: Jill Burns

Attn: \_\_\_\_\_

License

No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority  
to sign. If Owner is a public body, attach evidence of  
authority to sign and resolution or other documents  
authorizing execution of this Agreement.)*

**NOTE TO USER:** Use in those states or other  
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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to

address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey



electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
  - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

#### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's bid.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

All such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's bid.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the

standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- ~~3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:



- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.~~

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. ~~The Owner, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple~~

~~phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.~~

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. ~~abnormal weather conditions;~~
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.
- H. Where Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier);
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;
3. Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Nothing in this paragraph bars a change in Contract Price to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible. Except for an adjustment to the Contract Times and Contract Price, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay is avoidable or unavoidable.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 Use of Site and Other Areas**

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas;

provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* ~~The Supplementary Conditions~~ supplementary documents identify:
  1. ~~Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site and from which the Engineer prepared the Contract Drawings and Specifications;~~
  2. ~~Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)), and from which the Engineer prepared the Contract Drawings and Specifications; and~~
  3. Technical Data contained in such reports and drawings.



- B. No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. —but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. . Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the Owner's Engineer and with respect to "templating."

Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

#### 5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or~~
  2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the

submission of a Bid or becoming bound under a negotiated contract, or otherwise;  
or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. ~~Unless it is otherwise expressly provided in the Supplementary Conditions:~~
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. ~~*Reports and Drawings:* The Supplementary Conditions identify:~~
- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
  - ~~2. Technical Data contained in such reports and drawings.~~
- B. ~~*Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
  - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous



Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~ from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year (for both the performance bond and the payment bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein."
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be in a form acceptable to the Owner obtained from insurance companies that are duly licensed or authorized, and registered in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.
- K. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. ~~Foreign voluntary worker compensation (if applicable).~~
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain a minimum of \$2 million in commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  - 3. Broad form property damage coverage.
  - 4. Severability of interest.
  - 5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
  - E. *Umbrella or excess liability*: Contractor shall purchase and maintain a minimum of \$3 million umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
  - F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
  - G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, staff, supervisors, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
  - H. ~~*Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.~~
  - I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
    1. include at least the specific coverages provided in this Article.



2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- ~~A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
  - ~~1. include the Owner, Engineer, and Contractor as named insureds, and their respective members, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."~~
  - ~~2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials~~

~~and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.~~

- ~~3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.~~
- ~~4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).~~
- ~~5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).~~
- ~~6. extend to cover damage or loss to insured property while in transit.~~
- ~~7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.~~
- ~~8. allow for the waiver of the insurer's subrogation rights, as set forth below.~~
- ~~9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.~~
- ~~10. not include a co-insurance clause.~~
- ~~11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.~~
- ~~12. include performance/hot testing and start-up.~~
- ~~13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.~~

- ~~B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.~~
- ~~C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.~~
- ~~D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.~~
- ~~E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.~~
- ~~F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.~~

#### 6.06 *Waiver of Rights*

- ~~A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~
- ~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for;~~

- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
  - ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- ~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~
- ~~D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.~~

**6.07 *Receipt and Application of Property Insurance Proceeds***

- ~~A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.~~
- ~~B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.~~
- ~~C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.~~



## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.
  - 1. The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner’s cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor’s suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.



#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, provided however that such infringement is caused by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~



Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations, applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for which Contractor is responsible negligently, recklessly, or intentionally and wrongfully performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. ~~It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.~~
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve

Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress. Among other requirements, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee. Warranty period: 1 year
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;



2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

#### 7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, landowner(s), and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used

by any of them to perform any of the Work. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed \$10,000,000.00, the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided

Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01    *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### **8.02    *Coordination***

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  2. an itemization of the specific matters to be covered by such authority and responsibility; and
  3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all

parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference, provided however that the damage, delay, disruption or interference is caused in part or in whole by the negligent, reckless or intentionally wrongful misconduct of Contractor, or those for which Contractor is responsible.

## **ARTICLE 9 – OWNER’S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06    *Insurance***

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07    *Change Orders***

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### **9.08    *Inspections, Tests, and Approvals***

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.



9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs

incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03 *Project Representative***

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**10.04 *Rejecting Defective Work***

- A. Engineer has the authority to reject Work in accordance with Article 14.

**10.05 *Shop Drawings, Change Orders and Payments***

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.06 *Determinations for Unit Price Work***

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work***

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.08 *Limitations on Engineer's Authority and Responsibilities***

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the

safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of

the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.



#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

- ~~1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation,

loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.



5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. ~~Contractor's Fee: When the Work as a whole is performed on the basis of cost plus, Contractor's fee shall be determined as set forth in the Agreement.~~ When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by

recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

#### **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

##### **14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

##### **14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all~~



~~Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due:*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~ Owner shall make payment to the Contractor in the amount recommended (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, Sections 218.70 – 218.80, Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract



Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

*B. Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such other adjacent areas;
  2. correct such defective Work;
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect

to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. ~~In such case, Contractor shall be paid for (without duplication of any items):~~
  - ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
  - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
  - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss, or any other consequential damages of any kind, arising out of or resulting from such termination.

Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to the Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
4. Reasonably assist the Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the Contract, as may be necessary;
5. Complete performance of any Work which is not terminated; and
6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

#### 16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

#### 17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.



- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorney's fees and costs.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their supervisors, staff, officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.09 *Sovereign Immunity*

- A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or its limits of liability as set forth in Section 768.28, Florida Statutes or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.10 *Public Records*

- A. Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

18.11 *Construction Defects*

- A. Pursuant to Section 558.005, Florida Statutes, any claims for Construction Defects are NOT subject to the Notice and Cure Provisions of Chapter 558, Florida Statutes.

18.12 *Direct Purchase of Materials*

- A. Owner is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the Contractor's suppliers to take advantage of Owner's tax-exempt status.
- B. Concurrently with the issuance of the Notice to Proceed, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract

contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents.
- H. Owner shall maintain insurance on the Direct Purchase Materials.

**SUPPLEMENTARY CONDITIONS RELATING TO  
INSURANCE REQUIREMENTS, SUBSURFACE CONDITIONS, AND HAZARDOUS CONDITIONS**

The following supplements establish insurance limits and other requirements relating to Article 6 of the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700 (Rev. 1), 2013 Edition (the "**General Conditions**"). Other changes have been marked directly in underlined and strike-through on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**ARTICLE 6 – BONDS AND INSURANCE**

**6.03 Contractor's Liability Insurance**

Add the following new paragraphs after Paragraph 6.03.J. of the General Conditions:

- K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:
1. Workers' Compensation under Paragraph 6.03.A. of the General Conditions:
    - a. State Worker's Compensation – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
    - b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$1,000,000
    - c. Employer's Liability – \$1,000,000
  2. Commercial General Liability Insurance under Paragraph 6.03.B. of the General Conditions:
    - a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000
    - b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
    - c. Products-Completed Operations – \$2,000,000
    - d. Personal and Advertising Injury – \$2,000,000
    - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
  3. Automobile Liability under paragraph 6.03.D. of the General Conditions:
    - a. Bodily Injury:

|               |                    |
|---------------|--------------------|
| Each Person   | <u>\$1,000,000</u> |
| Each Accident | <u>\$1,000,000</u> |
    - Property Damage:

- |  |                 |                    |
|--|-----------------|--------------------|
|  | Each Occurrence | <u>\$1,000,000</u> |
|--|-----------------|--------------------|
4. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$1,000,000
  5. Protection and Indemnity Insurance \$1,000,000
  6. The Contractual Liability coverage required by paragraph 6.03.C. of the General Conditions shall provide coverage for not less than the following amounts:
    - a. General Aggregate \$2,000,000
    - b. Bodily Injury and Property Damage Combined Each Occurrence \$2,000,000
  7. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
    - a. General Aggregate (Per Project) \$3,000,000
    - b. Each Occurrence \$3,000,000
- L. The Contractor's commercial general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: Owner, Engineer, and landowner(s), and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees.
- M. Such insurance as listed above is in addition to all other insurance required under the Contract.
- N. In the event of a conflict between this Agreement and the Addendum to Standard Agreement Regarding Insurance Requirements, this Agreement shall control to the extent necessary to resolve such conflict.





## PERFORMANCE BOND

INSTR # 2020140180  
BK 11297 Pgs 877-879 PG(s)3  
RECORDED 07/14/2020 09:00:55 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$27.00  
RECORDED BY kaylruiz

**CONTRACTOR (name and address):**

Tucker Paving, Inc.  
3545 Lake Alfred Road  
Winter Haven, Florida 33881

**SURETY (name and address of principal place of business):**

Liberty Mutual Insurance Company  
175 Berkley Street  
Boston, MA 02216

**OWNER (name and address):**

Astoria Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: June 4, 2020

Amount: \$10,681,612.00

Description (name and location): Astoria Community Development District Master Project Improvements

**BOND**

Bond Number: 964226014

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): July 7, 2020

Amount: \$10,681,612.00

Modifications to this Bond Form: ☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Tucker Paving, Inc. (seal)  
Contractor's Name and Corporate Seal

By:   
Signature

Patrick Brais  
Print Name

VP  
Title

Attest:   
Signature

Title

**SURETY**

Liberty Mutual Insurance Company (seal)  
Surety's Name and Corporate Seal

By:   
Signature (attach power of attorney)

Taylor Wagner  
Print Name

Attorney-in-Fact  
Title

Attest:   
Signature

Secretary  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED BY REFERENCE HEREIN.**



STATE OF FLORIDA, COUNTY OF POLK

This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 7-14-20

This copy has been reviewed and if required by law, redacted.

STACY M. BUTTERFIELD, CLERK CIRCUIT COURT  
By K. R. [Signature] D.C.

**BOND RIDER**

INSTR # 2020140181  
BK 11297 Pgs 880-881 PG(s)2  
RECORDED 07/14/2020 09:00:55 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY kaylruiz

To be attached to and form a part of:

Bond No.: **964226014**

Cross Ref Bond No.:

Type of Bond: **Performance & Payment Bond**

Dated effective: **July 7, 2020**

Executed by: **Tucker Paving, Inc.**

, as Principal,

And by: **Liberty Mutual Insurance Company**, as Surety,

In favor of: **Astonia Community Development District**

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: **Bond Amount**

From: **\$10,681,612.00**

**Ten Million Six Hundred Eighty-one Thousand Six Hundred Twelve Dollars And Zero Cents**

To: **\$4,185,100.71**

**Four Million One Hundred Eighty-five Thousand One Hundred Dollars And Seventy-one Cents**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: **July 7, 2020**

Signed and Sealed on: **July 7, 2020**

Principal Name: **Tucker Paving, Inc.**

By:  **Patrick Braisted**

Surety Name: **Liberty Mutual Insurance Company**

By:  **Taylor Wagner, Attorney-in-Fact**

Agency Name: **Wagner Bonding & Insurance, Inc.**

Agency Address: **P.O. Box 91147, Lakeland, FL 33804**



CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201369**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

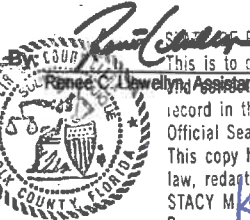
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of July, 2020.



FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the foregoing document now of record in this office. Witness my hand and Official Seal on 7.14.20

This copy has been reviewed, and if required by law, redacted.  
By: STACY M. BUTTERFIELD, CLERK CIRCUIT COURT  
D.C.





INSTR # 2020140179  
BK 11297 Pgs 873-876 PG(s) 4  
RECORDED 07/14/2020 09:00:55 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$35.50  
RECORDED BY kaylruiz

## PAYMENT BOND

**CONTRACTOR (name and address):**

Tucker Paving, Inc.  
3545 Lake Alfred Road  
Winter Haven, Florida 33881

**SURETY (name and address of principal place of business):**

Liberty Mutual Insurance Company  
175 Berkley Street  
Boston, MA 02216

**OWNER (name and address):**

Astoria Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: June 4, 2020

Amount: \$10,681,612.00

Description (name and location): Astoria Community Development District Master Project Improvements

**BOND**

Bond Number: 964226014

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): July 7, 2020

Amount: \$10,681,612.00

Modifications to this Bond Form: ☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Tucker Paving, Inc. (seal)

Contractor's Name and Corporate Seal

Signature

Print Name

Title

Attest:

Signature

Title

**SURETY**

Liberty Mutual Insurance Company (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Taylor Wagner

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Secretary

Title

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction

EJCDC® C-615, Payment Bond

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CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED BY REFERENCE HEREIN.**

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201369**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 7 day of July, 2020.



STATE OF FLORIDA, COUNTY OF POLK

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary  
This copy has been reviewed and if required by law, redacted.

STACY M. BUTTERFIELD, CLERK CIRCUIT COURT  
By [Signature] D.C.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty  
Mutual.**  
SURETY

**BOND RIDER**



INSTR # 2020140181  
BK 11297 Pgs 880-881 PG(s)2  
RECORDED 07/14/2020 09:00:55 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY kaylruiiz

To be attached to and form a part of :

Bond No.: **964226014**

Cross Ref Bond No.: \_\_\_\_\_

Type of Bond: **Performance & Payment Bond**

Dated effective: **July 7, 2020**

Executed by: **Tucker Paving, Inc.**

\_\_\_\_\_, as Principal,

And by: **Liberty Mutual Insurance Company**, as Surety,

In favor of: **Astonia Community Development District**

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: **Bond Amount**

From: **\$10,681,612.00**

**Ten Million Six Hundred Eighty-one Thousand Six Hundred Twelve Dollars And Zero Cents**

To: **\$4,185,100.71**

**Four Million One Hundred Eighty-five Thousand One Hundred Dollars And Seventy-one Cents**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: **July 7, 2020**

Signed and Sealed on: **July 7, 2020**

Principal Name: **Tucker Paving, Inc.**

By:  **Patrick Braisted VP**

Surety Name: **Liberty Mutual Insurance Company**

By:  **Taylor Wagner, Attorney-in-Fact**

Agency Name: **Wagner Bonding & Insurance, Inc.**

Agency Address: **P.O. Box 91147, Lakeland, FL 33804**



CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT





**Liberty  
Mutual.**  
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201369**

## POWER OF ATTORNEY

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all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 7 day of July, 2020.



By: Renee C. Llewellyn OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the Document now of record in this office. Witness my hand and Official Seal on 7-14-20



This copy has been reviewed, and if required by law, redacted.  
STACY M. BUTTERFIELD, CLERK CIRCUIT COURT  
By: K. R. [Signature] D.C.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

### SECTION III

#### TECHNICAL SPECIFICATIONS

The Technical Specifications applicable to this project include those items on the construction plans which are itemized in the "List of Drawings" (Section XIII), the Special Conditions, and the following:

- TS-1 The Stormwater and roadway improvements to be constructed under this contract fall under the jurisdiction of Polk County and these improvements, including drainage and sidewalks, shall be built in compliance with Polk County & FDOT Standards. The County will provide inspection services for this portion of the work.
- The sanitary sewer and water distribution systems shall be installed in compliance with Polk County Utility Standards and Specifications. Polk County will provide inspection services for the sewer & water installations.
- TS-2 All valves, dead ends and manholes outside of the pavement area shall be marked with a 2" X 4".
- TS-3 All service lines shall be marked with a 2" X 4" (or as specified by County) and the lot number (utilize final plat) painted on.
- TS-4 Bahia sod shall be placed 24" inches wide adjacent to all exterior curb. Along common areas where sidewalks are installed, Bahia sod shall be placed from curb to sidewalk.
- TS-5 All lots shall have one water and sewer service each (whether or not shown on the plans).
- TS-6 All design slopes of 5:1 or steeper shall be sodded with Bahia.
- TS-7 Work within County right-of-way shall be built in compliance with County and FDOT Standards. The County will provide inspection services for this work.
- TS-8 Contractor shall provide price to install Type V-inlets in lieu of Type 5 and 6 inlets.
- TS-9 Contractor shall provide cost savings to install HP Storm pipe (ADS HP Storm) in lieu of concrete pipe shown on plans.
- TS-10 In common area where sidewalks are installed, the contractor shall install Bahia sod from back of curb to sidewalk.

**OFFICIAL PROPOSAL FORM**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

TO BE SUBMITTED TO:

ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
 Wood & Associates Engineering, LLC  
 Attn: Dennis L. Wood  
 1925 Bartow Road  
 Lakeland, Florida 33801  
**Due by 3:00 PM EST, Monday, February 17, 2020**

TO: ASTONIA COMMUNITY DEVELOPMENT DISTRICT

FROM: Tucker Paving, Inc.

(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Astonia Community Development District – Construction Services for Infrastructure Improvements (PHASE 1) the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to master project construction site work for PHASE 1, including offsite improvements, stormwater management, utilities, roadway, entry features, and parks and amenities. as shown on the Plans, and described in the Specifications, as prepared by: Wood & Associates Engineering LLC, dated January 17, 2020.

All Proposals shall be for complete Work in accordance with the Plans. Qualified or partial Proposals will be considered non-responsive.

**PRICE**

Proposer submits that it can perform the work described in this Project Manual for a Total Lump Sum Price of Ten Million Six hundred and Eighty One Thousand, Six hundred (\$10,681,600) as more specifically described in the Proposal Summary. *and Twelve dollars*

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Proposal Summary.

## TIME

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within Three hundred and Forty Five Days (345) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

## DOCUMENTS AND ADDENDA

The Proposer submits that he has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Amendments, General Conditions, Supplementary Conditions, the Plans, the Specifications and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Pricing Amount(s).

|                       |                                         |
|-----------------------|-----------------------------------------|
| Addendum No. <u>1</u> | Dated: <u>2</u> / <u>11</u> / <u>20</u> |
| Addendum No. _____    | Dated: _____ / _____ / _____            |
| Addendum No. _____    | Dated: _____ / _____ / _____            |
| Addendum No. _____    | Dated: _____ / _____ / _____            |

(Signed)

Patrick Braisted

(Print Name of Signatory)

This 17th day of February, 2020 (Corporate Seal)

Sworn to before me this 17th day of February, 2020

(Notary Seal)



Melissa Woolmer  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG147674  
Expires 10/23/2021

Melissa Woolmer

Notary Public/ Expiration Date

10/23/21

**ORGANIZATION INFORMATION OF PROPOSER**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

DATE SUBMITTED: February 17th, 2020

1. Proposer Tucker Paving, Inc.  
 (Company Name)
 

☐ A Individual  
☐ A Partnership  
☐ A Limited Liability Company  
☐ A Corporation  
☒ A Subsidiary Corporation
  
2. Proposer's Parent Company Name (if applicable) \_\_\_\_\_
  
3. Proposer's Parent Company Address (if applicable)
 

Street Address \_\_\_\_\_  
 P.O. Box (if any) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_  
 1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
  
4. Proposer Company Address (if different)
 

Street Address 3545 Lake Alfred Rd.  
 P.O. Box (if any) \_\_\_\_\_  
 City Winter Haven State FL Zip Code 33881  
 Telephone (863) 299-2262 Fax No. (863)294-1007  
 Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_  
 1<sup>st</sup> Contact Name Patrick Braisted Title Executive Vice President  
 2<sup>nd</sup> Contact Name Larry D. Tucker II Title President
  
5. Is the Proposer incorporated in the State of Florida? Yes (☒) No (☐)
 

5.1 If yes, provide the following:  
 Is the Company in good standing with the Florida Department of State, Division of Corporations?  
 Yes (☒) No (☐)  
 If no, please explain \_\_\_\_\_  
 \_\_\_\_\_



Date Incorporated 05/01/95 Charter No. \_\_\_\_\_

5.2 If no, provide the following:

The state in which the Proposer company is incorporated \_\_\_\_\_

Is the company in good standing with the state? Yes ☐ No ☐

If no, please explain \_\_\_\_\_

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes ☒ No ☐

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified General Contractor/ Certified Underground Utility/ Fireline

License No. CGC040393/ CUC1225142/ FPC14-000063 Expiration Date 08/31/20 & 06/30/20

Qualifying Individual Terrell Tucker Title Director of Safety

List company(ies) currently qualified under this license Tucker Paving, Inc.

6.2 Is the Proposer company a registered or licensed Contractor with Polk County?  
Yes ☒ No ☐

6.3 Has the Proposer company performed work for a community development district previously?  
Yes ☒ No ☐

7. Name of Proposer's Bonding Company US Specialty Insurance Company

Address \_\_\_\_\_

|                              |                                |                      |
|------------------------------|--------------------------------|----------------------|
| Approved Bonding Capacities: | Aggregate Limit                | \$ <u>50,000,000</u> |
|                              | Single Project Limit           | \$ <u>30,000,000</u> |
|                              | Total Current Contracts Bonded | \$ <u>7,300,000</u>  |

8. Name of Proposer's Bonding Agency Wagner Bonding & Insurance

Address P.O. Box 91147 Lakeland, FL 33804

Contact Name Dan Wagner Telephone \_\_\_\_\_

9. List the Proper's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (1) 47,000,000,  
(2) 45,000,000, (3) 35,000,000.

10. What are the Proposers' company's current insurance limits?

|                      |                   |
|----------------------|-------------------|
| General Liability    | \$ 1,000,000      |
| Automobile Liability | \$ 1,000,000      |
| Workers Compensation | \$ 1,000,000      |
| Expiration Date      | 03/25/20 04/01/20 |

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes ☐ No ☒

If yes, please describe each violation fine, and resolution \_\_\_\_\_

What is the Proposer's current worker compensation rating? .59

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes ☐ No ☒

If yes, please describe the incident: \_\_\_\_\_

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ☐ No ☒

If so, state the name(s) of the company(ies) \_\_\_\_\_

The state, local or federal entity(ies) with whom barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

13. What is the construction experience of the proposed superintendent and project manager?

| INDIVIDUAL'S NAME | PRESENT POSITION OR OFFICE | MAGNITUDE AND TYPE OF WORK | YEARS OF CONSTRUCTION EXPERIENCE | YEARS WITH FIRM | IN WHAT CAPACITY?   |
|-------------------|----------------------------|----------------------------|----------------------------------|-----------------|---------------------|
| Mike Felix        | Project Manager            | Subdivisions               | 19                               | 9               | Project Management  |
| Jose Lopez        | Superintendent             | Pipe                       | 18                               | 14              | Pipe Superintendent |
| Steve Dawson      | Superintendent             | Earthwork Super            | 26                               | 6               | Earthwork Super     |

14. Have you ever failed to complete any work awarded to you? Yes ☐ No ☒

If so, where and why? \_\_\_\_\_

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes ☐ No ☒

If so, state name of individual, other organization and reason therefore \_\_\_\_\_

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16. List any and all litigation to which the organization has been a party in the last five (5) years.

In 2016, a paving subcontractor failed to install scope of work properly. Tucker Paving had correct issues, sued contractor for corrective repairs. We were able to settle this case in mediation.

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17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ☐ No ☒

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

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18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes ☐ No ☒

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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19. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

Gaylord Convention Expansion, Highland Meadows 7 & 7A, Goddard School, City of Lakeland

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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Astoria Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Astoria Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

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

Patrick Braisted/ Executive Vice President

(Type Name and Title of Person Signing)

This 17th day of February, 2020.

(Corporate Seal)

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted.

[Notary Seal]

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

Personally Known known

OR Produced Identification

Type of Identification known



Melissa Woolmer  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG147674  
Expires 10/23/2021

## CORPORATE OFFICERS

Company Name Tucker Paving, Inc.

Date 01/17/20

Date 02/17/20

Provide the following information for Officers of the Proposer and parent company, if any.

| NAME OF PROPOSER                   | POSITION OR TITLE        | CORPORATE RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|--------------------------|----------------------------|------------------------------------|
| Larry D. Tucker II                 | President                | President                  | Winter Haven, FL                   |
| Patrick Braisted                   | Executive Vice President | Vice President             | Winter Haven, FL                   |
| Terrell Tucker                     | Director of Safety       | Vice President             | Lakeland, FL                       |
| Larry D. Tucker III                | Project Manager          | Vice President             | Winter Haven, FL                   |
| Caroline Santiago                  | CFO                      | Treasurer                  | Winter Haven, FL                   |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
| FOR PARENT COMPANY (if applicable) |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |
|                                    |                          |                            |                                    |



Company Name Tucker Paving, Inc. Date 02/17/20

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

[illegible]



**MIKE FELIX**  
Project Manager

Mike has moved up the ranks within the construction industry and began his career in 1999 working in residential construction. He started with Tucker Paving in 2009, as a project manager and has had the opportunity to oversee numerous projects. His responsibilities include managing day-to-day operational aspects of projects and scopes. He plans, directs and manages designated projects while ensuring that the set objectives of the Tucker Paving team are accomplished in accordance with the outlined priorities. He coordinates the successful simultaneous development of several projects within the project management department. Mike delegates the project responsibilities and completion schedules, while also reviewing project status reports and submittal packages.

#### **CERTIFICATION/TRAINING**

Trench Safety  
Basic First Aid/ CPR  
OSHA 30 Hour  
Excavation Training  
Confined Space Training  
Heavy Equipment Operator

#### **RECENT SUBDIVISION EXPERIENCE**

**Normandy Heights 3A**  
Highland Homes

**Orchid Grove CDD**  
Cassidy Homes

**Pleasant Hill Estates**  
Cassidy Homes

**Highland Meadows 4B & 4C CDD**  
Cassidy Homes

**Highland Meadows 2B**  
Cassidy Homes

**Highland Meadows Phase 3 CDD**  
Cassidy Homes

**Highland Meadows Phase 5 and 5A CDD**  
Cassidy Homes

**Highland Meadows Phase 6 and 6A CDD**  
Cassidy Homes

**Hallam Preserve**  
Southern Homes



**STEVE DAWSON**  
Earthwork Superintendent

Steve has over 26 years' experience within the site construction industry. He coordinates scheduling of Tucker Paving manpower and equipment to meet the needs of the project as it relates to the earthwork scope.

#### **CERTIFICATION/TRAINING**

Trench Safety  
Basic First Aid/ CPR  
OSHA 30 Hour  
Excavation Training  
Confined Space Training  
Heavy Equipment Operator

#### **RECENT SUBDIVISION EXPERIENCE**

**Normandy Heights 3A**  
Highland Homes

**Orchid Grove CDD**  
Cassidy Homes

**Pleasant Hill Estates**  
Cassidy Homes

**Highland Meadows 4B & 4C CDD**  
Cassidy Homes

**Highland Meadows 2B**  
Cassidy Homes

**Highland Meadows Phase 3 CDD**  
Cassidy Homes

**Highland Meadows Phase 5 and 5A CDD**  
Cassidy Homes

**Highland Meadows Phase 6 and 6A CDD**  
Cassidy Homes

**Hallam Preserve**  
Southern Homes



**JOSE LOPEZ**  
Pipe Superintendent

Jose began working for Tucker Paving over 14 years ago and has been a valuable asset to the company. Prior to coming to Tucker Paving he already had 4 years' experience in the civil construction industry. Jose has excelled through the company with his knowledge and expertise and is now our pipe superintendent for the company. He supports the crews on a daily basis with each of the projects and coordinates with other trades on the projects. Jose is responsible for the pipe crews and maintains the schedule for each project. He works closely with the project managers to meet the schedule needs and coordinates deliveries of material from suppliers and vendors. He focuses on maintaining a positive work environment and ensuring successful project outcomes from his teams. He builds strong relationships between the superintendents and the general contractor by keeping the lines of communication open and maintaining proper documentation for each project.

#### **CERTIFICATION/TRAINING**

Trench Safety  
Basic First Aid/ CPR  
OSHA 30 Hour  
Excavation Training  
Confined Space Training

#### **RECENT SUBDIVISION EXPERIENCE**

**Normandy Heights 3A**  
Highland Homes

**Orchid Grove CDD**  
Cassidy Homes

**Pleasant Hill Estates**  
Cassidy Homes

**Highland Meadows 4B & 4C CDD**  
Cassidy Homes

**Highland Meadows 2B**  
Cassidy Homes

**Highland Meadows Phase 3 CDD**  
Cassidy Homes

**Highland Meadows Phase 5 and 5A CDD**  
Cassidy Homes

**Highland Meadows Phase 6 and 6A CDD**  
Cassidy Homes

**Hallam Preserve**  
Southern Homes

[illegible]



|           |            |               | Equipment Log |           |
|-----------|------------|---------------|---------------|-----------|
| Tucker #  | Make       | Model         | ID#           | Serial #  |
| Excavator |            |               |               |           |
| CTH-1     | Cat        | 329FLT4       | ERL00697      | OERL00697 |
| CTH-2     | Cat        | 329FLT4       | ERL00842      | OERL00842 |
| TH-3      | Komatsu    | PC-490LC-11   | E0003537      | A41095    |
| TH-4      | Komatsu    | PC-228USLC-10 | E00036804     | 1845      |
| TH-5      | Komatsu    | PC-360LC-11   | E00035474     | K14Y14020 |
| TH-6      | John Deere | JD-50         |               | 276646    |
| CTH-7     | Cat        | 329FLT4       | ERL00698      | OERL00698 |
| TH-8      | Komatsu    | PC490         |               | 35037     |
| TH-9      | Komatsu    | PC-35         |               |           |
| TH-10     | Cat        | 305.5         | E00033473     | FLZ01453  |
| TH-11     | Cat        | 305.5         | E00035944     | FLZ00345  |
| TH-13     | Komatsu    | PC-360LC-11   | E00035277     | A35090    |
| TH-14     | Cat        | 311FLRRT4     | KCW00219      | OKCW00219 |
| TH-15     | Cat        | 311FLRRT4     | KCW00197      | OKCW00197 |
| TH-16     | Cat        | 320ELRRT4     | TFX01275      | OTFX01275 |
| TH-17     | Komatsu    | PC-360LC-11   | E00037786     | A35470    |
| CTH-18    | Cat        | 329FLT4       | ERL00672      | OERL00672 |
| TH-19     | Komatsu    | PC-360LC-11   | E00033765     | K64011    |
| TH-20     | Cat        | 336ELHT4      | RZA00346      | ORZA00346 |
| TH-21     | Cat        | 336ELHT4      | RZA00441      | ORZA00441 |
| TH-22     |            |               |               |           |
| TH-23     |            |               |               |           |

| <b>Tucker #</b>  | <b>Make</b>  | <b>Model</b> | <b>ID#</b> | <b>Serial #</b>   |
|------------------|--------------|--------------|------------|-------------------|
| <b>Dozer</b>     |              |              |            |                   |
| <b>D-1</b>       | Komatsu      | D51-PXI-22   | E00035721  | CEBB14234         |
| <b>D-2</b>       | Komatsu      | D61PXI-23    | E00037059  | 31594             |
| <b>D-3</b>       | Komatsu      | D61PXI-23    | E00037822  | 31802             |
| <b>D-4</b>       | Komatsu      | D39PX-24     | E00039541  | DM6513            |
| <b>D-5</b>       | John Deere   | 650K         | 89826+E2   | 1T0650KXCEE256818 |
| <b>D-6</b>       | John Deere   | 650K         | 89047      | 1T0650KXPDE253864 |
| <b>D-7</b>       | Komatsu      | D39          | E00039543  | DM6608            |
| <b>D-8</b>       | Komatsu      | D61PXi-23    | 41624      | KHBB60368         |
| <b>D-9</b>       | Komatsu      | D61PXi-23    | 42122      | KHBB60385         |
| <b>D-10</b>      | Cat          | D6K2 LGP     | JTR00832   | JTR00832          |
| <b>D-11</b>      | Cat          | D6K2 LGP     | JTR00840   | JRZ02360          |
| <b>D-12</b>      | Komatsu      | D51-PXI-22   | E00041551  | AEBB14446         |
| <b>Tucker #</b>  | <b>Make</b>  | <b>Model</b> | <b>ID#</b> | <b>Serial #</b>   |
| <b>V. Roller</b> |              |              |            |                   |
| <b>VR-1</b>      | Hamm         | H7I-VIO      | E00038945  | H2220760          |
| <b>VR-2</b>      | Hamm         | H7I-VIO      | E00037285  | H2220447          |
| <b>VR-3</b>      | Hamm         | H7I-VIO      | E00037103  | H2220443          |
| <b>VR-4</b>      | IR (Flagler) | SD-45D-TF    | E0002442   | 188042            |
| <b>VR-5</b>      | Hamm         | H7I-VIO      | E00037899  | H2220126          |
| <b>VR-6</b>      | Hamm         | H7I-VIO      | E00039310  | H2220775          |
| <b>VR-8</b>      | IR (Flagler) | SD-45D-TF    | E00024418  | 187639            |
| <b>VR-9</b>      | Hamm         | H7I-VIO      | E00042144  | H2221346          |
| <b>VR-10</b>     | Hamm         | H7I-VIO      | E00041606  | H2221535          |

| Tucker #        | Make         | Model          | ID#               | Serial #          |
|-----------------|--------------|----------------|-------------------|-------------------|
| <b>W. Truck</b> |              |                |                   |                   |
| WT-1            | Kenworth     | WT2450         | M362779           | M362779           |
| WT-2            | Peterbilt    | 330B           | E00033864         | 8M759150          |
| WT-3            | Kenworth     |                |                   | 3539              |
| WT-4            | Kenworth     |                |                   | 157735            |
| WT-5            | Kenworth     | WT5000         | GJ480852          | GJ480852          |
| WT-6            | Freightliner | WT2450         | HHJB3092          | 6d108686          |
| WT-7            | Cat          | 725CWW         | TFB00206          | 0TFB00206         |
| WT-8            | Freightliner | WT2300         | HHHX6044          | 1FVACXDT0HHHX6044 |
| <b>Tucker #</b> | <b>Make</b>  | <b>Model</b>   | <b>ID#</b>        | <b>Serial #</b>   |
| <b>Loader</b>   |              |                |                   |                   |
| CL-1            | Volvo        | L110H          | EQ0129278         | L110H631215       |
| CL-2            | Volvo        | L110H          | EQ0129300         | L110H631173       |
| CL-3            | Volvo        | L110H          | EQ0129276         | L110H631211       |
| L-4             | Komatsu      | WA270-7 (Pipe) |                   | A27438            |
| L-5             | Komatsu      | WA270-7 (Pipe) | 39226             | 83159             |
| L-6             | Komatsu      | WA250 (Base)   | E00029600         | 76369             |
| L-7             | Komatsu      | WA250 (Base)   | E00029813         | 76918             |
| L-8             | John Deere   | 524K           | 1DW524KZJDE653335 | 85242             |
| L-9             | Komatsu      | WA380-7 (Pipe) | E00031120         | A64428            |
| L-10            | Komatsu      | WA270-7 (Pipe) | E00036351         | A27502            |
| L-11            | Komatsu      | WA270-8 (Pipe) | E00039228         | 83161             |
| L-12            | Cat          | 926MQCT4       | LTE00292          | 0LTE00292         |
| L-13            | Komatsu      | WA270-7 (Pipe) | E00036515         | A27524            |
| L-14            | John Deere   | 524K           | E00034419         | 47025             |
| L-15            | Komatsu      | WA270-8        | E00039179         | 83098             |
| L-16            | Komatsu      | WA270-8        | E00040650         | 83296             |
| L-17            | Komatsu      | WA270-8        |                   | 40288             |
| L-18            | Cat          | 930K           | RHN03810          | CAT0930KTRHN03810 |
| L-19            | Cat          | 930K           | RHN03836          | C8N279042J202075  |
| L-20            | CAT          | 930K           | RHN03796          | C8N270502J201885  |

| Tucker #          | Make         | Model       | ID#        | Serial #          |
|-------------------|--------------|-------------|------------|-------------------|
| <b>Skid Steer</b> |              |             |            |                   |
|                   |              |             |            |                   |
| SK-2              | Cat          | 279C-2      | E00031976  | KWB00167          |
| SK-3              | Cat          | 289C2       | E00033471  | rtd00967          |
| SK-4              | Cat          | 289C-2      | E00033474  | CMP02179          |
| SK-5              | Cat          | 289C2       | E000355562 | JMP02813          |
| SK-6              | Cat          | 289D        | TAW04966   | OTAW04966         |
| SK-7              | Cat          | 289D        | TAW04989   | OTAW04989         |
| Tucker #          | Make         | Model       | ID#        | Serial #          |
| <b>B. Tractor</b> |              |             |            |                   |
|                   |              |             |            |                   |
| BT-1              | Ford         | 3230        | E00032618  | BD38800           |
| BT-2              | Cat          | MT335B      | E00033771  | CR35017           |
| BT-3              | Massey       |             |            | FW662695          |
| BT-4              | Laymor (Cat) | SM300       | 34692      | 34692             |
| BT-5              | Laymor (Cat) | SM300       | 35380      | 35380             |
| BT-6              | Laymor (Cat) | SM300       | 35313      | 35313             |
| BT-7              | Kubota       | MX5200HST   |            | 59323             |
| Tucker #          | Make         | Model       | ID#        | Serial #          |
| <b>M. Graders</b> |              |             |            |                   |
|                   |              |             |            |                   |
| GR-1              | John Deere   | 672GP       | 108048     | 1DW672GPPGF678524 |
| GR-2              |              |             |            |                   |
| GR-3              |              |             |            |                   |
| GR-4              | Cat          | 120H        | CAF00661   | CAF00661          |
| GR-5              | John Deere   | 672GP       | E00033561  | TA0632118         |
| Tucker #          | Make         | Model       | ID#        | Serial #          |
| <b>Pavers</b>     |              |             |            |                   |
|                   |              |             |            |                   |
| PM-1              | Volvo        | Mach PF-150 |            | 197731            |
| PM-2              | Volvo        | PF2181      |            |                   |
| PM-3              | Cat          | AP500F      | 44900127   | CATAP500E44900127 |

| <b>Tucker #</b>      | <b>Make</b>    | <b>Model</b>    | <b>ID#</b>        | <b>Serial #</b> |
|----------------------|----------------|-----------------|-------------------|-----------------|
| <b>DD Roller</b>     |                |                 |                   |                 |
|                      |                |                 |                   |                 |
| <b>DD-1</b>          | Hypac          | C330B           | E00034094         | 109B15803668    |
| <b>DD-2</b>          | Bomag          | BW9AS           |                   | 11043           |
| <b>DD-3</b>          | Hamm           | HD+70I-VO       | E00038236         | H1860122        |
| <b>DD-4</b>          | Hamm           | HD+70I-VO       | E00039029         | H1860292        |
| <b>DD-5</b>          | WEILER         | C310-SPLIT DRUM | W1101             | W1101           |
| <b>DD-6</b>          |                |                 |                   |                 |
| <b>DD-7</b>          |                |                 |                   |                 |
| <b>Tucker #</b>      | <b>Make</b>    | <b>Model</b>    | <b>ID#</b>        | <b>Serial #</b> |
| <b>R.Tire Roller</b> |                |                 |                   |                 |
| <b>RT-1</b>          | Blawknox       | PTC15           | E00033564         | PTC15KUB-73319  |
| <b>RT-2</b>          | Rosco          | TRUPAC 915      |                   | 41235           |
| <b>RT-4</b>          | Rosco          | TRUPAC 915      |                   | 44640           |
| <b>Tucker #</b>      | <b>Make</b>    | <b>Model</b>    | <b>ID#</b>        | <b>Serial #</b> |
| <b>Crushing</b>      |                |                 |                   |                 |
| <b>C-1</b>           | Kolber-Pioneer | FT4240CC        |                   | 412889          |
| <b>C-2</b>           | Pegson         | 4242SR          |                   | 420182DDSR      |
| <b>SC-1</b>          | Aztec          | GT205S          |                   |                 |
| <b>SC-2</b>          |                |                 |                   |                 |
| <b>S-1</b>           | Aztec          |                 |                   | 413142          |
| <b>S-2</b>           | MGL            | 5030            |                   | 5030249         |
|                      |                |                 |                   |                 |
| <b>Tucker #</b>      | <b>Make</b>    | <b>Model</b>    | <b>ID#</b>        | <b>Serial #</b> |
| <b>Off Road</b>      |                |                 |                   |                 |
| <b>ED-1</b>          | Volvo          | A25F            |                   | 80058           |
| <b>ED-2</b>          | Volvo          | A25F            |                   | 80059           |
| <b>ED-3</b>          | Komatsu        | HM400-3         | E00030508         | 3396            |
| <b>ED-4</b>          | Komatsu        | HM300-3         | E00032112         | 3577            |
| <b>ED-5</b>          | Volvo          | A25G            | VCE0A25GP00740257 | 740257          |
| <b>ED-6</b>          | Volvo          | A25G            | VCE0A25GA00740217 | 740217          |
| <b>ED-7</b>          |                |                 |                   |                 |
| <b>Tucker #</b>      | <b>Make</b>    | <b>Model</b>    | <b>ID#</b>        | <b>Serial #</b> |
| <b>Backhoe</b>       |                |                 |                   |                 |
| <b>BH-1</b>          | Cat            | 420F            | JWJ01462          | OJWJ462         |



| <b>Tucker #</b> | <b>Make</b>    | <b>Model</b>     | <b>ID#</b>      | <b>Serial #</b>          |
|-----------------|----------------|------------------|-----------------|--------------------------|
| <b>Misc.</b>    |                |                  |                 |                          |
| <b>M-1</b>      | <b>Terex</b>   |                  |                 | <b>190</b>               |
| <b>BB-2</b>     | <b>Polaris</b> | <b>Ranger</b>    |                 |                          |
| <b>GT-1</b>     | <b>Kubota</b>  |                  |                 | <b>31219</b>             |
| <b>Disc</b>     |                |                  |                 |                          |
| <b>TW-2</b>     | <b>DR500HT</b> |                  |                 | <b>1R9BE1503FI574731</b> |
| <b>H-1</b>      | <b>AA</b>      | <b>H55DSHMR</b>  |                 | <b>0BWM02365</b>         |
| <b>501</b>      | <b>VACCON</b>  | <b>VACCON PD</b> | <b>7157263</b>  | <b>GHGZ3452</b>          |
| <b>G-1</b>      | <b>CAT</b>     | <b>100KW</b>     | <b>D4D02557</b> | <b>0E5A01111</b>         |

**STATUS OF CONTRACTS ON HAND**  
(Attach additional sheets if necessary)

Company Name Tucker Paving, Inc.

Date 02/17/20

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

| OWNER, LOCATION AND DESCRIPTION OF PROJECT | CURRENT CONTRACT AMOUNT AS PRIME | CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR | CURRENT AMOUNT SUBJECT TO OTHERS | PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE |                  | COMPLETION DATE        |                       |                       |
|--------------------------------------------|----------------------------------|------------------------------------------|----------------------------------|-----------------------------------------------|------------------|------------------------|-----------------------|-----------------------|
|                                            |                                  |                                          |                                  | AS PRIME CONTRACTOR                           | AS SUBCONTRACTOR | ORIGINAL CONTRACT DATE | APPROVED REVISED DATE | CURRENT ESTIMATE DATE |
| City of Lakeland, Lakeland                 |                                  | \$ 491,000                               | \$                               | \$                                            | \$ 477,000       |                        |                       | June 2020             |
| City of Lakeland Distribution              |                                  |                                          | \$                               | \$ 586,000                                    | \$               |                        |                       | March 2020            |
| W.H. Dodge, Winter Haven                   | \$ 586,000                       | \$                                       | \$                               | \$                                            | \$ 838,000       |                        |                       | 2021                  |
| DF Chase, Orlando                          |                                  | \$ 2,600,000                             | \$                               | \$                                            | \$               |                        |                       |                       |
| Gaylord Convention Expansion               |                                  |                                          | \$                               | \$ 158,000                                    | \$               |                        |                       | April 2020            |
| JSK Properties, Davenport                  | \$ 226,000                       | \$                                       | \$                               | \$ 460,000                                    | \$               |                        |                       | March 2020            |
| Webbs Realty Expansion                     | \$ 522,000                       | \$                                       | \$                               | \$                                            | \$               |                        |                       |                       |
| JSK Properties, Davenport                  | \$                               | \$                                       | \$                               | \$                                            | \$ 511,000       |                        |                       | May 2020              |
| Webbs Retail                               | \$                               | \$ 825,000                               | \$                               | \$                                            | \$               |                        |                       | June 2020             |
| Poulos & Bennett, Davenport                | \$                               | \$                                       | \$                               | \$ 2,200,000                                  | \$               |                        |                       | March 2021            |
| Sereno Phase 5                             | \$                               | \$                                       | \$                               | \$ 383,000                                    | \$               |                        |                       | March 2020            |
| Highland CDD, Haines City                  | \$ 3,000,000                     | \$                                       | \$                               | \$ 311,000                                    | \$               |                        |                       | March 2020            |
| Highland Meadows 7 & 7A                    | \$                               | \$                                       | \$                               | \$                                            | \$               |                        |                       | Feb. 2021             |
| Morton Developers, Tampa                   | \$ 383,000                       | \$                                       | \$                               | \$                                            | \$               |                        |                       | Aug. 2020             |
| Goddard School                             | \$ 379,000                       | \$                                       | \$                               | \$                                            | \$               |                        |                       |                       |
| Lakeland Ledger, Lakeland                  | \$                               | \$ 3,300,000                             | \$                               | \$                                            | \$               |                        |                       |                       |
| DT03 Ledger Parking                        | \$                               | \$                                       | \$                               | \$                                            | \$               |                        |                       |                       |
| Polk County, Davenport                     | \$                               | \$                                       | \$                               | \$                                            | \$ 3,300,000     |                        |                       |                       |
| AAA High School                            | \$                               | \$                                       | \$                               | \$                                            | \$               |                        |                       |                       |
| Five Star, Auburndale                      | \$ 4,800,000                     | \$                                       | \$                               | \$ 4,800,000                                  | \$               |                        |                       |                       |
| Five Star RV                               | \$                               | \$                                       | \$                               | \$                                            | \$               |                        |                       |                       |
| Subtotal Uncompleted Work                  |                                  |                                          |                                  | \$ 8,898,000                                  | \$ 5,126,000     |                        |                       |                       |
| Total Uncompleted Work on Hand             |                                  |                                          |                                  | \$ 14,024,000                                 |                  |                        |                       |                       |

# PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name Tucker Paving, Inc.

Date 02/17/20

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

| PROJECT NAME/ LOCATION                             | FINAL<br>CONTRACT<br>AMOUNT | PRIME<br>OR<br>SUB <sup>1</sup> | CLASSIFICATION<br>OF WORK<br>PERFORMED | YEAR<br>STARTED/<br>COMPLETED | OWNER NAME/<br>LOCATION <sup>2</sup> | NAME & PHONE NUMBER OF<br>OWNER'S REPRESENTATIVE ON THIS<br>PROJECT <sup>3</sup> |
|----------------------------------------------------|-----------------------------|---------------------------------|----------------------------------------|-------------------------------|--------------------------------------|----------------------------------------------------------------------------------|
| Perry Harvey Park                                  | 1,122,000                   | S                               | Site Utilities                         | 2015/2017                     | Cutler Associates                    | Darryl Salustro<br>(813) 837-8883                                                |
| Highland Meadows III<br>Davenport                  | 1,934,000                   | P                               | Site Utilities                         | 2016/2017                     | Cassidy Homes                        | Rennie Heath<br>(863) 324-3698                                                   |
| Fun Spot Expansion Orlando                         | 1,225,000                   | S                               | Site Utilities                         | 2016/2017                     | H.J. High                            | Richard Cooney<br>(407) 422-8171                                                 |
| Winter Haven Airport Taxiway E&F<br>Winter Haven   | 4,000,000                   | P                               | Site Utilities                         | 2016/2018                     | City of Winter Haven                 | Alex Vacha<br>(863) 298-4551                                                     |
| P.K. Ave Lake Lena Storm Replacement<br>Auburndale | 3,400,000                   | P                               | Site Utilities                         | 2017/2018                     | City of Auburndale                   | Caleb Gabany<br>(863) 608-0522                                                   |
| Old Dominion/ Site<br>Auburndale                   | 2,500,000                   | S                               | Site Utilities                         | 2017/2018                     | DF Chase                             | Rob Tabeling<br>(615) 777-5900                                                   |
| Coca Cola Parking<br>Auburndale                    | 4,100,000                   | S                               | Site Utilities                         | 2017/2018                     | RC Stevens                           | Allyn Brice<br>(407) 466-6283                                                    |
| North Ridge PH 1<br>Haines City                    | 2,000,000                   | P                               | Site Utilities                         | 2017/2018                     | Cassidy Homes                        | Rennie Heath<br>(863) 324-3698                                                   |
| Highland Meadows 4BC<br>Davenport                  | 1,400,000                   | P                               | Site Utilities                         | 2017/2018                     | Cassidy Homes                        | Rennie Heath<br>(863) 324-3698                                                   |
|                                                    |                             |                                 |                                        |                               |                                      |                                                                                  |
|                                                    |                             |                                 |                                        |                               |                                      |                                                                                  |

<sup>1</sup> 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

<sup>2</sup> 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

<sup>3</sup> 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

\*\*\*END OF ORGANIZATIONAL INFORMATION FORM\*\*\*

**LIST OF PROPOSED SUBCONTRACTORS  
AND  
MAJOR MATERIALS SUPPLIERS**

[illegible]

**AFFIDAVIT FOR CORPORATION**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**


STATE OF Florida )  
 )  
 COUNTY OF Polk ) SS

Patrick Braisted

(title) Executive Vice President

of the Tucker Paving, Inc.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

  
 \_\_\_\_\_  
 (Officer must also sign here)

CORPORATE SEAL

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted, of the Tucker Paving, Inc. who is personally known to me or who has produced known as identification and who did (did not) take an oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: 10/23/21 (SEAL)



**Melissa Woolmer**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
**Comm# GG147674**  
**Expires 10/23/2021**



**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,  
ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Astonia Community Development District  
(print name of the public entity)
- by Patrick Braisted Executive VP  
(print individual's name and title)
- for Tucker Paving, Inc.  
(print name of entity submitting sworn statement)

whose business address is

3545 Lake Alfred Rd. Winter Haven, FL 33881

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3315987

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.
4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of an entity that discriminated; or
  2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

☐ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

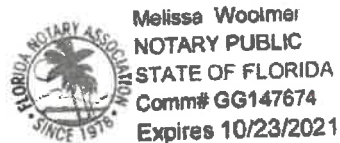
  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted, of the Tucker Paving, Inc. who is personally known to me or who has produced known as identification and who did (did not) take an oath.

  
Signature of Notary Public taking acknowledgement

My Commission Expires: 10/23/21 (SEAL)



**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Astonia Community Development District

by Patrick Braisted Executive VP

(print individual's name and title)

for Tucker Paving, Inc.

(print name of entity submitting sworn statement)

whose business address is

3545 Lake Alfred Rd. Winter Haven, FL 33881

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Astonia Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. If awarded the Contract, the entity will immediately notify the Astonia Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

  
Signature by authorized representative of Proposer


STATE OF FLORIDA

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted, of the Tucker Paving, Inc. who is personally known to me or who has produced known as identification and who did (did not) take an oath.

  
Signature of Notary Public taking acknowledgement

My Commission Expires: 10/23/21 (SEAL)

 **Melissa Woolmer**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
**Comm# GG147674**  
**Expires 10/23/2021**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Astoria Community Development District  
(print name of the public entity)

by Patrick Braisted Executive VP  
(print individual's name and title)

for Tucker Paving, Inc.  
(print name of entity submitting sworn statement)

whose business address is

3545 Lake Alfred Rd. Winter Haven, FL 33881

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3315987

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in section 287.133(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in section 287.133(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.


Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

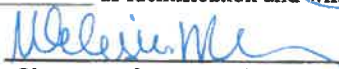


I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(Signature)

STATE OF FLORIDA  
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted, of the Tucker Paving, Inc. who is personally known to me or who has produced known as identification and who did (did not) take an oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: 10/23/21 (SEAL)



Melissa Woolmer  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG147674  
Expires 10/23/2021

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Forty Three Thousand Three hundred and seventy five dollars and Dollars (Written)  
\$ 43,367.75 (Figures). Seventy five cents
3. The amount listed above has been included within the Proposal.

Dated this 17th day of February, 2020.

Proposer: Tucker Paving, Inc.

By: [Signature]  
 Title: Executive Vice President

**STATE OF** Florida  
**COUNTY OF** Polk

The foregoing instrument was acknowledged before me this 17th day of February, 2020, by Patrick Braisted of Tucker Paving, Inc., who is personally known to me or who has produced known as identification, and did [☒] or did not [☐] take the oath.

[Notary Seal]



**Melissa Woolmer**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
 Comm# GG147674  
 Expires 10/23/2021

[Signature]

Notary Public, State of Florida  
 Print Name: Melissa Woolmer  
 Commission No.: GG147674  
 My Commission Expires: 10/23/21

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida ) effective October 1, 1990. The Proposer further identifies the costs as follows:

| Type of Trench Safety Mechanism | Quantity | Unit Cost <sup>1</sup> | Item Total Cost    |
|---------------------------------|----------|------------------------|--------------------|
| Patrol Barriers                 | 30,614   | \$1.00                 | \$30,614.00        |
| SHIELDING                       | 10,203   | \$1.25                 | \$12,753.75        |
|                                 |          |                        |                    |
| <b>Project Total</b>            |          |                        | <b>\$43,367.75</b> |

Dated this 17th day of February, 2020.

Proposer: Tucker Paving, Inc.

By: [Signature]  
 Title: Executive Vice President

STATE OF Florida  
 COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th day of February, 2020, by Patrick Braisted of Tucker Paving, Inc., who is personally known to me or who has produced known as identification, and did [x] or did not [ ] take the oath.



Melissa Woolmer  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# GG147674  
 Expires 10/23/2021

[Signature]

Notary Public, State of Florida

Print Name: Melissa Woolmer

Commission No.: GG147674

My Commission Expires: 10/23/21

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**AFFIDAVIT OF NON-COLLUSION**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

STATE OF FLORIDA  
COUNTY OF Polk

I, Patrick Braisted, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Officer (officer or principal) in the firm of Tucker Paving, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 17th day of February, 2020.

  
Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2020, by Patrick Braisted, of the Tucker Paving, Inc. who is personally known to me or who has produced known as identification and who did (did not) take an oath.

  
Signature of Notary Public taking acknowledgement

My Commission Expires: 10/23/21 (SEAL)

 Melissa Woolmer  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG147674  
Expires 10/23/2021

**MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE IMPROVEMENTS (PHASE 1)**  
**POLK COUNTY, FLORIDA**

Contractor: Tucker Paving, Inc.

Contact: Patrick Braisted

Address: 3545 Lake Alfred Rd. Winter Haven, FL 33881

Phone: (863) 299-2262 Fax: (863)294-1007 Email: patrick@tuckerpaving.com

**Typical Work Description:** Construction Services will include master project construction site work for PHASE 1, including offsite improvements, stormwater management, utilities, roadway, entry features, and parks and amenities.

**Owner:** Astonia Community Development District ("CDD")

**Minimum Qualifications:** Proposers for the Astonia Community Development District projects shall have the following minimum qualifications:

- (1) Applicant will have constructed three (3) projects similar in quality and scope a minimum of \$1,000,000 in total volume construction cost over the last five (5) years.
- (2) Applicant shall be required to provide evidence of \$1,000,000 minimum bonding capacity from a Surety Company acceptable to the CDD.
- (3) Applicant is authorized to do business in the State of Florida.
- (4) Applicant is a licensed general contractor in the State of Florida and registered in Polk County.

The CDD reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

**Certification:** I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Astonia Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Astonia Community Development District projects based upon the Determination of Qualified Prospective Bidder information contained herein.

  
 Contractor Name

Executive Vice President  
 Contractor Title

02/17/20  
 Date



**ASTONIA PHASE 1**  
**Section II.K. - SUMMARY OF COST AND SCHEDULE**

| Description                         | Bid Qty. | UM   | Unit Cost     | Total Cost          |
|-------------------------------------|----------|------|---------------|---------------------|
| <b>GENERAL CONDITIONS</b>           |          |      |               |                     |
| NPDES COMPLIANCE                    | 1        | LS   | \$ 11,027.86  | \$ 11,027.86        |
| MOBILIZATION                        | 1        | LS   | \$ 48,683.86  | \$ 48,683.86        |
| PAYMENT & PERFORMANCE BOND          | 1        | LS   | \$ 95,430.48  | \$ 95,430.48        |
| MAINTENANCE OF TRAFFIC              | 1        | LS   | \$ 2,286.26   | \$ 2,286.26         |
| CONSTRUCTION ENTRANCE               | 1        | EA   | \$ 4,642.25   | \$ 4,642.25         |
| SILT FENCE                          | 16031    | LF   | \$ 1.21       | \$ 19,397.51        |
| STACKED STONE RETAINING WALL        | 253      | SF   | \$ 62.08      | \$ 15,706.24        |
| 5' WIDTH / 4" CONCRETE SIDEWALK     | 5765     | LF   | \$ 23.53      | \$ 135,650.45       |
| ADA CURB RAMP                       | 74       | EA   | \$ 1,075.89   | \$ 79,615.86        |
| WELL ABANDONMENT                    | N/A      | EA   | \$ -          | \$ -                |
| CONSTRUCTION LAYOUT                 | 1        | LS   | \$ 134,001.87 | \$ 134,001.87       |
| CONSTRUCTION AS-BUILTS              | 1        | LS   | \$ 97,946.17  | \$ 97,946.17        |
| GEOTECH (CMT)                       | 1        | LS   | \$ 93,568.65  | \$ 93,568.65        |
| <b>SUBTOTAL</b>                     |          |      | \$            | <b>737,957.46</b>   |
| <b>EARTHWORK</b>                    |          |      |               |                     |
| CLEAR & GRUB                        | 1        | LS   | \$ 129,398.57 | \$ 129,398.57       |
| DISC SITE                           | 1        | LS   | \$ 21,517.76  | \$ 21,517.76        |
| EXCAVATION & GRADING                | 1        | LS   | \$ 782,484.27 | \$ 782,484.27       |
| EXPORT *** NO COST                  | 46524    | CY   | \$ -          | \$ -                |
| SOD (BAHIA - B.O.C. to Sidewalk)    | 53256    | SY   | \$ 2.66       | \$ 141,660.96       |
| SOD (BAHIA - POND SLOPES & SWALES)  | 46879    | SY   | \$ 2.66       | \$ 124,698.14       |
| SOD (MISC)                          | 223      | SY   | \$ 2.66       | \$ 593.18           |
| SEED & MULCH (POND BOTTOMS)         | N/A      | SY   | \$ -          | \$ -                |
| SEED & MULCH (ROW)                  | N/A      | SY   | \$ -          | \$ -                |
| SEED & MULCH (LOTS) * 1 Application | 101      | ACRE | \$ 1,171.38   | \$ 118,309.38       |
| FINAL GRADING                       | 1        | LS   | \$ 64,226.62  | \$ 64,226.62        |
| <b>SUBTOTAL</b>                     |          |      | \$            | <b>1,382,888.88</b> |
| <b>PAVING</b>                       |          |      |               |                     |
| SAW CUT & MATCH EXISTING PAVEMENT   | N/A      | LS   | \$ -          | \$ -                |
| 1.25" TYPE S9.5 ASPHALT             | 65668    | SY   | \$ 7.73       | \$ 507,613.64       |
| 6" CRUSHED CONCRETE (LBR 125)       | 65668    | SY   | \$ 10.49      | \$ 688,857.32       |
| 6" LIMEROCK BASE (LBR 100)          |          | SY   | \$ -          | \$ -                |
| 10" STABILIZED SUBGRADE (FBV 75)    | 81140    | SY   | \$ 4.51       | \$ 365,941.40       |
| VALLEY CURB                         | 1097     | LF   | \$ 17.48      | \$ 19,175.56        |
| TRENCH CURB                         | 1444     | LF   | \$ 13.45      | \$ 19,421.80        |
| MIAMI CURB                          | 53629    | LF   | \$ 13.78      | \$ 739,007.62       |
| SIGNAGE AND STRIPING                | 1        | LS   | \$ 21,564.83  | \$ 21,564.83        |
| <b>SUBTOTAL</b>                     |          |      | \$            | <b>2,361,582.17</b> |

**STORM SEWER**

|                                      |      |    |    |           |    |                     |
|--------------------------------------|------|----|----|-----------|----|---------------------|
| 15" HDPE N-11                        | 2585 | LF | \$ | 35.49     | \$ | 91,741.65           |
| 18" HDPE N-12                        | 6087 | LF | \$ | 40.44     | \$ | 246,158.28          |
| 24" HDPE N-12                        | 5831 | LF | \$ | 52.98     | \$ | 308,926.38          |
| 30" HDPE N-12                        | 1411 | LF | \$ | 71.04     | \$ | 100,237.44          |
| 36" HDPE N-12                        | 862  | LF | \$ | 76.90     | \$ | 66,287.80           |
| 42" HDPE N-12                        | 355  | LF | \$ | 92.88     | \$ | 32,972.40           |
| 48" HDPE N-12                        | 582  | LF | \$ | 115.37    | \$ | 67,145.34           |
| TYPE P-5 CURB INLET                  | 63   | EA | \$ | 3,119.72  | \$ | 196,542.36          |
| TYPE J-5 CURB INLET                  | 7    | EA | \$ | 4,905.57  | \$ | 34,338.99           |
| TYPE P-6 CURB INLET                  | 45   | EA | \$ | 3,513.61  | \$ | 158,112.45          |
| TYPE J-6 CURB INLET                  | 3    | EA | \$ | 4,413.12  | \$ | 13,239.36           |
| TYPE V CURB INLET                    | 6    | EA | \$ | 3,242.55  | \$ | 19,455.30           |
| TYPE V CURB INLET W/J BOTTOM         | 7    | EA | \$ | 5,310.98  | \$ | 37,176.86           |
| TYPE P STORM MANHOLE                 | 12   | EA | \$ | 2,683.25  | \$ | 32,199.00           |
| TYPE J STORM MANHOLE                 | 5    | EA | \$ | 4,064.30  | \$ | 20,321.50           |
| TYPE C INLET                         | 1    | EA | \$ | 1,555.05  | \$ | 1,555.05            |
| TYPE D INLET                         | 2    | EA | \$ | 5,559.37  | \$ | 11,118.74           |
| WEIR WALL CONTROL STRUCTURE          | 6    | EA | \$ | 5,959.93  | \$ | 35,759.58           |
| 15" MES                              | 3    | EA | \$ | 781.46    | \$ | 2,344.38            |
| 18" MES                              | 2    | EA | \$ | 846.22    | \$ | 1,692.44            |
| 24" MES                              | 6    | EA | \$ | 1,092.36  | \$ | 6,554.16            |
| 30" MES                              | 2    | EA | \$ | 1,207.62  | \$ | 2,415.24            |
| 36" MES                              | 4    | EA | \$ | 1,587.00  | \$ | 6,348.00            |
| 42" MES                              | 2    | EA | \$ | 1,809.07  | \$ | 3,618.14            |
| 48" MES                              | 1    | EA | \$ | 2,531.73  | \$ | 2,531.73            |
| MITER END (5' X 10' CONCRETE RUBBLE) | 825  | SY | \$ | 91.74     | \$ | 75,685.50           |
| 24" PLUG AND 4" X 4" POST            | 2    | EA | \$ | 964.80    | \$ | 1,929.60            |
| DEWATERING STORM SYSTEM              | 1    | LS | \$ | 53,159.64 | \$ | 53,159.64           |
| LIGHT CLEAN AND VIDEO                | 1    | LS | \$ | 83,370.57 | \$ | 83,370.57           |
| <b>SUBTOTAL</b>                      |      |    |    |           | \$ | <b>1,712,937.88</b> |

**SANITARY SEWER**

|                                       |       |    |    |            |    |            |
|---------------------------------------|-------|----|----|------------|----|------------|
| 8" PVC SDR-26                         | 23104 | LF | \$ | 19.19      | \$ | 443,365.76 |
| SANITARY MANHOLE (0-6')               | 29    | EA | \$ | 2,387.46   | \$ | 69,236.34  |
| SANITARY MANHOLE (6-8')               | 21    | EA | \$ | 2,947.36   | \$ | 61,894.56  |
| SANITARY MANHOLE (8-10')              | 9     | EA | \$ | 3,032.55   | \$ | 27,292.95  |
| SANITARY MANHOLE (10-12')             | 5     | EA | \$ | 3,536.81   | \$ | 17,684.05  |
| SANITARY MANHOLE (12-14')             | 10    | EA | \$ | 3,841.59   | \$ | 38,415.90  |
| SANITARY MANHOLE (14-16')             | 8     | EA | \$ | 4,228.15   | \$ | 33,825.20  |
| SANITARY MANHOLE (16-18')             | 5     | EA | \$ | 4,540.69   | \$ | 22,703.45  |
| SANITARY MANHOLE (18-20')             | 1     | EA | \$ | 4,752.22   | \$ | 4,752.22   |
| SANITARY MANHOLE (20-22')             | 1     | EA | \$ | 5,415.95   | \$ | 5,415.95   |
| SANITARY MANHOLE (22-24')             | 1     | EA | \$ | 5,774.27   | \$ | 5,774.27   |
| SANITARY MANHOLE (24-26')             | 1     | EA | \$ | 6,790.87   | \$ | 6,790.87   |
| SANITARY MANHOLE (6-8') LINED         | 1     | EA | \$ | 9,871.83   | \$ | 9,871.83   |
| SANITARY MANHOLE (12-14') LINED       | 1     | EA | \$ | 13,678.59  | \$ | 13,678.59  |
| 5' Ø MASTER SANITARY MANHOLE (14-16') | 1     | EA | \$ | 14,779.53  | \$ | 14,779.53  |
| 5' Ø MASTER SANITARY MANHOLE (18-20') | 1     | EA | \$ | 15,514.86  | \$ | 15,514.86  |
| SINGLE SERVICE CONNECTION             | 59    | EA | \$ | 637.85     | \$ | 37,633.15  |
| DOUBLE SERVICE CONNECTION             | 317   | EA | \$ | 967.70     | \$ | 306,760.90 |
| DEWATERING FOR SANITARY SYSTEM        | 1     | LS | \$ | 230,576.28 | \$ | 230,576.28 |
| TV & AIR TESTING - GRAVITY            | 1     | LS | \$ | 106,259.15 | \$ | 106,259.15 |
| LIFT STATION 1                        | 1     | LS | \$ | 261,049.75 | \$ | 261,049.75 |
| LIFT STATION 2                        | 1     | LS | \$ | 244,659.14 | \$ | 244,659.14 |
| 4" FORCE MAIN                         | 2838  | LF | \$ | 13.79      | \$ | 39,136.02  |
| 6" FORCE MAIN                         | 1087  | LF | \$ | 16.70      | \$ | 18,152.90  |
| 4" MJ BEND P401 LINED                 | 14    | EA | \$ | 412.74     | \$ | 5,778.36   |
| 6" MJ BEND - P401 LINED               | 13    | EA | \$ | 380.82     | \$ | 4,950.66   |

|                                      |          |           |           |                 |           |                     |
|--------------------------------------|----------|-----------|-----------|-----------------|-----------|---------------------|
| <b>PRESSURE TESTING FORCE MAIN</b>   | <b>1</b> | <b>LS</b> | <b>\$</b> | <b>8,472.62</b> | <b>\$</b> | <b>8,472.62</b>     |
| <b>SUBTOTAL</b>                      |          |           |           |                 | <b>\$</b> | <b>2,054,425.26</b> |
| <b>WATER AND FIRE DISTRIBUTION</b>   |          |           |           |                 |           |                     |
| CONNECT TO EXISTING MAINS            | 1        | EA        | \$        | 504.32          | \$        | 504.32              |
| 4" PVC WATER MAIN (DR-18)            | 346      | LF        | \$        | 14.24           | \$        | 4,927.04            |
| 6" PVC WATER MAIN (DR-18)            | 7752     | LF        | \$        | 17.11           | \$        | 132,636.72          |
| 8" PVC WATER MAIN (DR-18)            | 12423    | LF        | \$        | 21.42           | \$        | 266,100.66          |
| 12" PVC WATER MAIN (DR-18)           | 5145     | LF        | \$        | 33.83           | \$        | 174,055.35          |
| 4" GATE VALVE ASSEMBLY               | 1        | EA        | \$        | 912.07          | \$        | 912.07              |
| 6" GATE VALVE ASSEMBLY               | 18       | EA        | \$        | 1,071.80        | \$        | 19,292.40           |
| 8" GATE VALVE ASSEMBLY               | 29       | EA        | \$        | 1,496.31        | \$        | 43,392.99           |
| 12" GATE VALVE ASSEMBLY              | 17       | EA        | \$        | 2,967.89        | \$        | 50,454.13           |
| 4" MJ BEND                           | 7        | EA        | \$        | 206.37          | \$        | 1,444.59            |
| 6" MJ BEND                           | 9        | EA        | \$        | 245.79          | \$        | 2,212.11            |
| 8" MJ BEND                           | 29       | EA        | \$        | 362.90          | \$        | 10,524.10           |
| 12" MJ BEND                          | 5        | EA        | \$        | 615.22          | \$        | 3,076.10            |
| 6" MJ TEE                            | 2        | EA        | \$        | 430.01          | \$        | 860.02              |
| 8" X 6" MJ TEE                       | 7        | EA        | \$        | 492.60          | \$        | 3,448.20            |
| 8" MJ TEE                            | 3        | EA        | \$        | 510.63          | \$        | 1,531.89            |
| 12" X 6" MJ TEE                      | 1        | EA        | \$        | 777.40          | \$        | 777.40              |
| 12" X 12" X 8" TEE                   | 6        | EA        | \$        | 829.24          | \$        | 4,975.44            |
| 12" MJ TEE                           | 4        | EA        | \$        | 958.61          | \$        | 3,834.44            |
| 12" X 6" MJ CROSS                    | 4        | EA        | \$        | 959.43          | \$        | 3,837.72            |
| 12" X 8" MJ CROSS                    | 3        | EA        | \$        | 952.12          | \$        | 2,856.36            |
| 6" X 4" MJ REDUCER                   | 1        | EA        | \$        | 221.43          | \$        | 221.43              |
| 8" X 6" MJ REDUCER                   | 2        | EA        | \$        | 420.12          | \$        | 840.24              |
| 12" X 8" MJ REDUCER                  | 3        | EA        | \$        | 558.54          | \$        | 1,675.62            |
| FIRE HYDRANT ASSEMBLY                | 35       | EA        | \$        | 4,831.95        | \$        | 169,118.25          |
| SINGLE SERVICE - SHORT               | 22       | EA        | \$        | 580.96          | \$        | 12,781.12           |
| SINGLE SERVICE - LONG                | 19       | EA        | \$        | 612.89          | \$        | 11,644.91           |
| DOUBLE SERVICE - SHORT               | 175      | EA        | \$        | 1,132.89        | \$        | 198,255.75          |
| DOUBLE SERVICE - LONG                | 147      | EA        | \$        | 1,200.16        | \$        | 176,423.52          |
| 4" BLOW OFF                          | 1        | EA        | \$        | 5,924.11        | \$        | 5,924.11            |
| 1" IRRIGATION / LIFT STATION SERVICE | 2        | EA        | \$        | 2,634.58        | \$        | 5,269.16            |
| SAMPLE POINTS                        | 31       | EA        | \$        | 434.32          | \$        | 13,463.92           |
| POLY-PIG WATER MAINS                 | 1        | LS        | \$        | 10,086.46       | \$        | 10,086.46           |
| TESTING AND BACTERIOLOGICALS         | 1        | LS        | \$        | 26,530.05       | \$        | 26,530.05           |
| <b>SUBTOTAL</b>                      |          |           |           |                 | <b>\$</b> | <b>1,363,888.59</b> |
| <b>RECLAIM WATER</b>                 |          |           |           |                 |           |                     |
| CONNECT TO DOMESTIC WATER LINE       | 1        | EA        | \$        | 302.59          | \$        | 302.59              |
| 4" PVC RECLAIM MAIN                  | 11841    | LF        | \$        | 13.92           | \$        | 164,826.72          |
| 4" GATE VALVE ASSEMBLY               | 28       | EA        | \$        | 912.07          | \$        | 25,537.96           |
| 6" PVC RECLAIM MAIN                  | 9628     | LF        | \$        | 16.92           | \$        | 162,905.76          |
| 6" GATE VALVE ASSEMBLY               | 20       | EA        | \$        | 1,071.80        | \$        | 21,436.00           |
| 8" PVC RECLAIM MAIN                  | 3503     | EA        | \$        | 22.29           | \$        | 78,081.87           |
| 8" GATE VALVE ASSEMBLY               | 13       | EA        | \$        | 1,496.31        | \$        | 19,452.03           |
| 4" MJ BEND                           | 67       | EA        | \$        | 206.96          | \$        | 13,866.32           |
| 4" MJ TEE                            | 4        | EA        | \$        | 357.33          | \$        | 1,429.32            |
| 6" MJ BEND                           | 82       | EA        | \$        | 247.24          | \$        | 20,273.68           |
| 6" MJ TEE                            | 3        | EA        | \$        | 430.01          | \$        | 1,290.03            |
| 6" X 4" MJ TEE                       | 7        | EA        | \$        | 436.48          | \$        | 3,055.36            |
| 6" X 4" REDUCER                      | 2        | EA        | \$        | 221.43          | \$        | 442.86              |
| 8" MJ BEND                           | 49       | EA        | \$        | 317.81          | \$        | 15,572.69           |
| 8" MJ TEE                            | 5        | EA        | \$        | 510.63          | \$        | 2,553.15            |
| 8" X 4" MJ TEE                       | 6        | EA        | \$        | 492.89          | \$        | 2,957.34            |
| 8" X 6" MJ TEE                       | 2        | EA        | \$        | 492.60          | \$        | 985.20              |
| 8" X 4" MJ CROSS                     | 2        | EA        | \$        | 618.51          | \$        | 1,237.02            |
| 8" X 6" MJ CROSS                     | 1        | EA        | \$        | 573.91          | \$        | 573.91              |
| 8" X 4" MJ REDUCER                   | 2        | EA        | \$        | 353.16          | \$        | 706.32              |
| 8" X 6" MJ REDUCER                   | 4        | EA        | \$        | 351.76          | \$        | 1,407.04            |
| SINGLE SERVICE (SHORT SIDE)          | 38       | EA        | \$        | 565.90          | \$        | 21,504.20           |
| SINGEL SERVICE (LONG SIDE)           | 22       | EA        | \$        | 594.20          | \$        | 13,072.40           |
| DOUBLE SERVICE (SHORT SIDE)          | 144      | EA        | \$        | 1,111.35        | \$        | 160,034.40          |

|                            |     |    |    |          |    |                   |
|----------------------------|-----|----|----|----------|----|-------------------|
| DOUBLE SERVICE (LONG SIDE) | 169 | EA | \$ | 1,181.37 | \$ | 199,651.53        |
| 4" BLOW OFF                | 1   | EA | \$ | 5,924.11 | \$ | 5,924.11          |
| TESTING                    | 1   | LS | \$ | 8,472.62 | \$ | 8,472.62          |
| <b>SUBTOTAL</b>            |     |    |    |          | \$ | <b>947,552.43</b> |

**OFFSITE - ERNIE CALDWELL WIDENING**

|                                         |      |    |    |           |    |                   |
|-----------------------------------------|------|----|----|-----------|----|-------------------|
| DEMOLITION & SAW CUT EXISTING           | 1    | LS | \$ | 10,489.91 | \$ | 10,489.91         |
| 2.0" TYPE SP-12.5 TLC ASPHALT           | 1028 | SY | \$ | 13.63     | \$ | 14,011.64         |
| 8" LIMEROCK BASE (LBR 100)              | 1028 | SY | \$ | 14.32     | \$ | 14,720.96         |
| 12" STABILIZED SUBGRADE TYPE B (LBR 40) | 1028 | SY | \$ | 9.96      | \$ | 10,238.88         |
| 6' WIDTH/4" CONCRETE SIDEWALK           | 448  | LF | \$ | 28.24     | \$ | 12,651.52         |
| 5' WIDTH/4" CONCRETE SIDEWALK           | 92   | LF | \$ | 23.53     | \$ | 2,164.76          |
| TYPE F CURB                             | 562  | LF | \$ | 24.21     | \$ | 13,606.02         |
| ADA CURB RAMPS                          | 2    | EA | \$ | 1,210.38  | \$ | 2,420.76          |
| BAHIA SOD                               | 2441 | SY | \$ | 2.66      | \$ | 6,493.06          |
| SEED AND MULCH                          | N/A  | LS | \$ | -         | \$ | -                 |
| SIGNAGE & STRIPING                      | 1    | LS | \$ | 5,339.77  | \$ | 5,339.77          |
| EARTHWORK                               | 1    | LS | \$ | 4,841.49  | \$ | 4,841.49          |
| MAINTENANCE OF TRAFFIC (MOT)            | 1    | LS | \$ | 22,997.10 | \$ | 22,997.10         |
| MOBILIZATION                            | 1    | LS | \$ | 403.46    | \$ | 403.46            |
|                                         |      |    |    | \$        |    | <b>120,379.33</b> |

**GRAND TOTAL**

**\$ 10,681,612.00**

**PER LOT**

681 LOTS

**\$ 15,685.19**

**BID NOTES:**

- 1) DO NOT INCLUDE COST OF PERIMETER WALLS OR FENCES, EXCEPT LIFT STATION FENCING & GATES
- 2) DO NOT INCLUDE COST OF LANDSCAPE OR IRRIGATION
- 3) CONTRACTOR CAN SUBSTITUTE ADS-HP (OR EQUAL) IN PLACE OF RCP
- 4) HIGHLIGHT IN RED ANY ADDITIONAL LINE ITEMS ADDED TO THE SCHEDULE OF VALUES

\*\*\* AMENITY CENTERS AREA OR ANYTHING PERTAINING TO IT IS BY OTHERS. AREA LEFT AT MASS GRADE.

\*\*\* EXCLUDES WELL ABANDONMENT.

\*\*\* STORM IS PRICED BASE ON ORIGINAL STORM STRUCTURE TABLE. THERE WAS CONFLICTING INFORMATION SENT IN THE REVISED STORM TABLE. STORM STRUCTUES 938,939. AND MES 91 WERE PRICED OFF REVISED STORM TABLE.

**Not Included in Proposal:**

- Permit/Permit Fees
- Littoral Plantings
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Retaining Walls, Footers, And Excavation/Backfill Of Footers
- Fence Relocation/Installation
- Asbestos Removal
- Installation/Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Over Excavation
- Project Identification Sign
- Materials/Work/Services not indicated or listed.



## SECTION IX

# SECTION C

# SECTION 1

**ASTONIA**  
**Community Development District**

Summary of Checks

August 05 to September 01, 2020

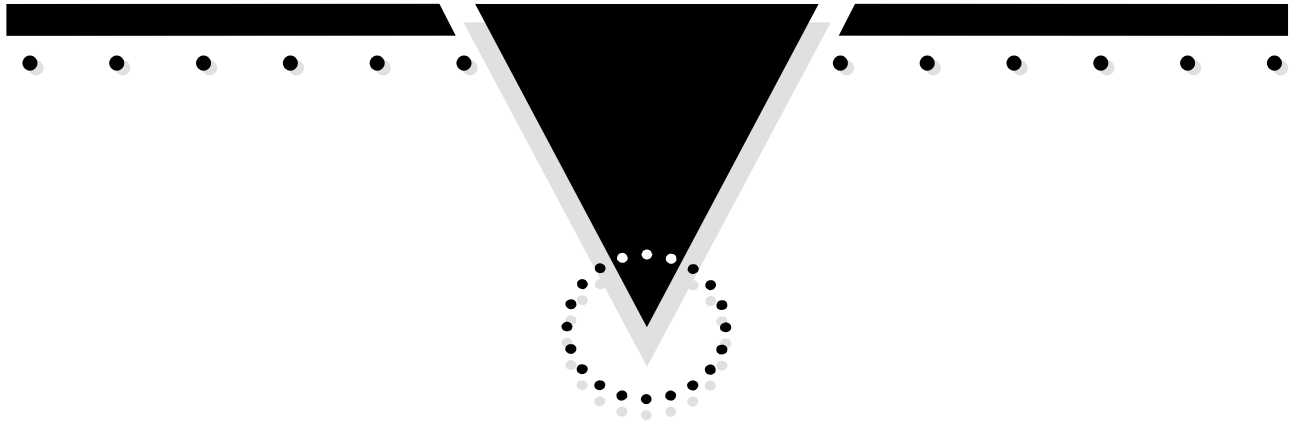
| Bank         | Date    | Check No.'s | Amount |           |
|--------------|---------|-------------|--------|-----------|
| General Fund | 8/21/20 | 11-13       | \$     | 38,339.73 |
|              | 8/27/20 | 14          | \$     | 2,736.59  |
|              | 9/1/20  | 15          | \$     | 1,141.00  |
|              |         |             | \$     | 42,217.32 |
|              |         |             | \$     | 42,217.32 |





| CHECK<br>DATE      | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME           | STATUS | AMOUNT    | ....CHECK.....<br>AMOUNT # |
|--------------------|-------|-----------------------------------|--------------------------------------------------|-----------------------|--------|-----------|----------------------------|
| 8/27/20            | 00002 | 3/20/20 113612                    | 202002 310-51300-31500                           |                       | *      | 2,736.59  |                            |
|                    |       | REVIEW/PREPARE/CONFER             |                                                  |                       |        |           |                            |
|                    |       |                                   |                                                  | HOPPING GREEN & SAMS  |        |           | 2,736.59 000014            |
| 9/01/20            | 00005 | 7/31/20 1040091                   | 202007 310-51300-48000                           |                       | *      | 570.50    |                            |
|                    |       | NOT OF BUDGET 07/22/20            |                                                  |                       |        |           |                            |
|                    |       | 7/31/20 1040091                   | 202007 310-51300-48000                           |                       | *      | 570.50    |                            |
|                    |       | NOT OF BUDGET 07/29/20            |                                                  |                       |        |           |                            |
|                    |       |                                   |                                                  | THE LEDGER/NEWS CHIEF |        |           | 1,141.00 000015            |
| TOTAL FOR BANK A   |       |                                   |                                                  |                       |        | 42,217.32 |                            |
| TOTAL FOR REGISTER |       |                                   |                                                  |                       |        | 42,217.32 |                            |

## SECTION 2



**Astonia**  
**Community Development District**

**Unaudited Financial Reporting**

**July 31, 2020**



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| 3 | <hr/> Capital Projects Fund Income Statement |
| 4 | <hr/> Month to Month                         |
| 5 | <hr/> Developer Contribution Schedule        |

**ASTONIA**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**July 31, 2020**

|                                            | General<br>Fund        | Capital Projects<br>Fund | Totals<br>FY20         |
|--------------------------------------------|------------------------|--------------------------|------------------------|
| <b><u>ASSETS:</u></b>                      |                        |                          |                        |
| <b><u>CASH</u></b>                         |                        |                          |                        |
| OPERATING ACCOUNT                          | \$4,668                | ---                      | \$4,668                |
| DUE FROM DEVELOPER                         | \$20,000               | ---                      | \$20,000               |
| <b>TOTAL ASSETS</b>                        | <b><u>\$24,668</u></b> | <b><u>\$0</u></b>        | <b><u>\$24,668</u></b> |
| <b><u>LIABILITIES:</u></b>                 |                        |                          |                        |
| ACCOUNTS PAYABLE                           | \$18,580               | ---                      | \$18,580               |
| CONTRACTS PAYABLE                          | ---                    | \$24,409                 | \$24,409               |
| <b><u>FUND EQUITY:</u></b>                 |                        |                          |                        |
| <b>FUND BALANCES:</b>                      |                        |                          |                        |
| UNASSIGNED                                 | \$6,088                | ---                      | \$6,088                |
| RESERVED FOR CAPITAL PROJECTS              | ---                    | (\$24,409)               | (\$24,409)             |
| <b>TOTAL LIABILITIES &amp; FUND EQUITY</b> | <b><u>\$24,668</u></b> | <b><u>\$0</u></b>        | <b><u>\$24,668</u></b> |



# ASTONIA

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

|                                       | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 07/31/20 | ACTUAL<br>THRU 07/31/20 | VARIANCE        |
|---------------------------------------|-------------------|----------------------------------|-------------------------|-----------------|
| <b><u>REVENUES:</u></b>               |                   |                                  |                         |                 |
| DEVELOPER CONTRIBUTIONS               | \$91,696          | \$60,000                         | \$60,000                | \$0             |
| <b>TOTAL REVENUES</b>                 | <b>\$91,696</b>   | <b>\$60,000</b>                  | <b>\$60,000</b>         | <b>\$0</b>      |
| <b><u>EXPENDITURES:</u></b>           |                   |                                  |                         |                 |
| <b><u>ADMINISTRATIVE:</u></b>         |                   |                                  |                         |                 |
| SUPERVISORS FEES                      | \$9,000           | \$7,000                          | \$0                     | \$7,000         |
| ENGINEERING                           | \$11,250          | \$8,750                          | \$0                     | \$8,750         |
| ATTORNEY                              | \$18,750          | \$14,583                         | \$14,253                | \$331           |
| MANAGEMENT FEES                       | \$26,250          | \$20,417                         | \$19,664                | \$753           |
| INFORMATION TECHNOLOGY                | \$3,475           | \$3,250                          | \$3,250                 | \$0             |
| TELEPHONE                             | \$225             | \$175                            | \$0                     | \$175           |
| POSTAGE                               | \$750             | \$583                            | \$108                   | \$475           |
| INSURANCE                             | \$5,000           | \$5,000                          | \$3,631                 | \$1,369         |
| PRINTING & BINDING                    | \$750             | \$583                            | \$141                   | \$443           |
| LEGAL ADVERTISING                     | \$10,000          | \$7,778                          | \$12,684                | (\$4,906)       |
| OTHER CURRENT CHARGES                 | \$5,000           | \$3,889                          | \$0                     | \$3,889         |
| OFFICE SUPPLIES                       | \$521             | \$405                            | \$57                    | \$348           |
| TRAVEL PER DIEM                       | \$550             | \$428                            | \$0                     | \$428           |
| DUES, LICENSES, & SUBSCRIPTIONS       | \$175             | \$175                            | \$125                   | \$50            |
| <b>TOTAL ADMINISTRATIVE:</b>          | <b>\$91,696</b>   | <b>\$73,016</b>                  | <b>\$53,912</b>         | <b>\$19,104</b> |
| <b>TOTAL EXPENDITURES</b>             | <b>\$91,696</b>   | <b>\$73,016</b>                  | <b>\$53,912</b>         | <b>\$19,104</b> |
| <b>EXCESS REVENUES (EXPENDITURES)</b> | <b>\$0</b>        |                                  | <b>\$6,088</b>          |                 |
| <b>FUND BALANCE - BEGINNING</b>       | <b>\$0</b>        |                                  | <b>\$0</b>              |                 |
| <b>FUND BALANCE - ENDING</b>          | <b>\$0</b>        |                                  | <b>\$6,088</b>          |                 |

# ASTONIA

## COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECTS FUND

#### Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

#### REVENUES:

|                       | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 07/31/20 | ACTUAL<br>THRU 07/31/20 | VARIANCE   |
|-----------------------|-------------------|----------------------------------|-------------------------|------------|
| INTEREST              | \$0               | \$0                              | \$0                     | \$0        |
| <b>TOTAL REVENUES</b> | <b>\$0</b>        | <b>\$0</b>                       | <b>\$0</b>              | <b>\$0</b> |

#### EXPENDITURES:

|                                       |            |            |                   |                   |
|---------------------------------------|------------|------------|-------------------|-------------------|
| CAPITAL OUTLAY                        | \$0        | \$0        | \$4,735           | (\$4,735)         |
| CAPITAL OUTLAY - COST OF ISSUANCE     | \$0        | \$0        | \$19,674          | (\$19,674)        |
| <b>TOTAL EXPENDITURES</b>             | <b>\$0</b> | <b>\$0</b> | <b>\$24,409</b>   | <b>(\$24,409)</b> |
| <b>EXCESS REVENUES (EXPENDITURES)</b> | <b>\$0</b> |            | <b>(\$24,409)</b> |                   |
| <b>FUND BALANCE - BEGINNING</b>       | <b>\$0</b> |            | <b>\$0</b>        |                   |
| <b>FUND BALANCE - ENDING</b>          | <b>\$0</b> |            | <b>(\$24,409)</b> |                   |

# ASTONIA

## COMMUNITY DEVELOPMENT DISTRICT

|                                       | Oct        | Nov        | Dec        | Jan             | Feb               | March           | April            | May              | June            | July             | Aug        | Sept       | Total           |
|---------------------------------------|------------|------------|------------|-----------------|-------------------|-----------------|------------------|------------------|-----------------|------------------|------------|------------|-----------------|
| <b><u>REVENUES:</u></b>               |            |            |            |                 |                   |                 |                  |                  |                 |                  |            |            |                 |
| DEVELOPER CONTRIBUTIONS               | \$0        | \$0        | \$0        | \$20,000        | \$0               | \$20,000        | \$0              | \$0              | \$20,000        | \$0              | \$0        | \$0        | \$60,000        |
| <b>TOTAL REVENUES</b>                 | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$20,000</b> | <b>\$0</b>        | <b>\$20,000</b> | <b>\$0</b>       | <b>\$0</b>       | <b>\$20,000</b> | <b>\$0</b>       | <b>\$0</b> | <b>\$0</b> | <b>\$60,000</b> |
| <b><u>EXPENDITURES:</u></b>           |            |            |            |                 |                   |                 |                  |                  |                 |                  |            |            |                 |
| <b><u>ADMINISTRATIVE:</u></b>         |            |            |            |                 |                   |                 |                  |                  |                 |                  |            |            |                 |
| SUPERVISORS FEES                      | \$0        | \$0        | \$0        | \$0             | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$0             |
| ENGINEERING                           | \$0        | \$0        | \$0        | \$0             | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$0             |
| ATTORNEY                              | \$0        | \$0        | \$0        | \$7,833         | \$0               | \$3,705         | \$1,001          | \$857            | \$857           | \$0              | \$0        | \$0        | \$14,253        |
| MANAGEMENT FEES                       | \$0        | \$0        | \$0        | \$2,164         | \$2,917           | \$2,917         | \$2,917          | \$2,917          | \$2,917         | \$2,917          | \$0        | \$0        | \$19,664        |
| INFORMATION TECHNOLOGY                | \$0        | \$0        | \$0        | \$0             | \$2,375           | \$0             | \$0              | \$0              | \$0             | \$875            | \$0        | \$0        | \$3,250         |
| TELEPHONE                             | \$0        | \$0        | \$0        | \$0             | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$0             |
| POSTAGE                               | \$0        | \$0        | \$0        | \$0             | \$12              | \$8             | \$64             | \$21             | \$2             | \$1              | \$0        | \$0        | \$108           |
| INSURANCE                             | \$0        | \$0        | \$0        | \$3,631         | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$3,631         |
| PRINTING & BINDING                    | \$0        | \$0        | \$0        | \$0             | \$65              | \$12            | \$65             | \$0              | \$0             | \$0              | \$0        | \$0        | \$141           |
| LEGAL ADVERTISING                     | \$0        | \$0        | \$0        | \$0             | \$4,872           | \$6,498         | \$0              | \$650            | \$664           | \$0              | \$0        | \$0        | \$12,684        |
| OTHER CURRENT CHARGES                 | \$0        | \$0        | \$0        | \$0             | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$0             |
| OFFICE SUPPLIES                       | \$0        | \$0        | \$0        | \$0             | \$3               | \$46            | \$6              | \$0              | \$3             | \$0              | \$0        | \$0        | \$57            |
| TRAVEL PER DIEM                       | \$0        | \$0        | \$0        | \$0             | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$0             |
| DUES, LICENSES, & SUBSCRIPTIONS       | \$0        | \$0        | \$0        | \$125           | \$0               | \$0             | \$0              | \$0              | \$0             | \$0              | \$0        | \$0        | \$125           |
| <b>TOTAL ADMINISTRATIVE</b>           | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$13,754</b> | <b>\$10,243</b>   | <b>\$13,185</b> | <b>\$4,052</b>   | <b>\$4,444</b>   | <b>\$4,442</b>  | <b>\$3,792</b>   | <b>\$0</b> | <b>\$0</b> | <b>\$53,912</b> |
| <b>TOTAL EXPENDITURES</b>             | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$13,754</b> | <b>\$10,243</b>   | <b>\$13,185</b> | <b>\$4,052</b>   | <b>\$4,444</b>   | <b>\$4,442</b>  | <b>\$3,792</b>   | <b>\$0</b> | <b>\$0</b> | <b>\$53,912</b> |
| <b>EXCESS REVENUES/(EXPENDITURES)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$6,246</b>  | <b>(\$10,243)</b> | <b>\$6,815</b>  | <b>(\$4,052)</b> | <b>(\$4,444)</b> | <b>\$15,558</b> | <b>(\$3,792)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$6,088</b>  |

**Astoria Community Development District  
Developer Contributions/Due from Developer**

| <b>Funding<br/>Request<br/>#</b> | <b>Prepared<br/>Date</b> | <b>Payment<br/>Received<br/>Date</b> | <b>Check/Wire<br/>Amount</b> | <b>Total<br/>Funding<br/>Request</b> | <b>General<br/>Fund<br/>Portion (FY20)</b> | <b>Over and<br/>(short)<br/>Balance Due</b> |
|----------------------------------|--------------------------|--------------------------------------|------------------------------|--------------------------------------|--------------------------------------------|---------------------------------------------|
| FY20                             |                          |                                      |                              |                                      |                                            |                                             |
| 1                                | 1/9/20                   | 2/26/20                              | \$ 20,000.00                 | \$ 20,000.00                         | \$ 20,000.00                               | \$ -                                        |
| 2                                | 3/26/20                  | 4/16/20                              | \$ 20,000.00                 | \$ 20,000.00                         | \$ 20,000.00                               | \$ -                                        |
| 3                                | 6/10/20                  |                                      | \$ -                         | \$ 20,000.00                         | \$ 20,000.00                               | \$ 20,000.00                                |
| Due from Developer               |                          |                                      | \$ 40,000.00                 | \$ 60,000.00                         | \$ 60,000.00                               | \$ 20,000.00                                |

**Total Developer Contributions FY20**

**\$ 60,000.00**

# Audit Committee Meeting



## SECTION III

# SECTION A

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2020  
Polk County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than Tuesday, October 6, 2020 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Astonia Community Development District**” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



**ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1.     *Ability of Personnel.***

**(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

**2.     *Proposer's Experience.***

**(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3.     *Understanding of Scope of Work.***

**(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4.     *Ability to Furnish the Required Services.***

**(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5.     *Price.***

**(20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**TOTAL**

**(100 Points)**

## SECTION B

## **ASTONIA COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Astonia Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2020, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County, Florida. The District currently has an operating budget of approximately \$91,696.00. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2020, be completed no later than June 1, 2021.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Astonia Community Development District.**" Proposals must be received by 5:00 p.m. on Tuesday, October 6, 2020, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager  
Governmental Management Services – Central Florida, LLC

Run date: September 16, 2020