

Astoria
Community Development District

Meeting Agenda

April 13, 2022

AGENDA

Astonia

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

April 6, 2022

**Board of Supervisors
Astonia
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Astonia Community Development District** will be held **Wednesday, April 13, 2022**, at **1:00 PM at 4900 Dundee Rd., Winter Haven, Florida 33884**.

Zoom Video Join Link: <https://us06web.zoom.us/j/81912703236>

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

Meeting ID: 819 1270 3236

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers 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 October 13, 2021 Board of Supervisors Meeting
4. Presentation and Approval of Amended and Restated Engineer's Report
5. Consideration of Resolution 2022-04 Authorizing Additional Validation
6. Consideration of Resolution 2022-05 Directing Chairman and District Staff to File a Petition Amending District Boundaries
7. Acceptance of Letter of Resignation from Wood & Associates Engineering
8. Consideration of Resolution 2022-06 Appointing an Interim District Engineer
9. Consideration of Interim District Engineering Agreement
10. Request Authorization to Issue RFQ for Engineering Services

¹ Comments will be limited to three (3) minutes

11. Consideration of Resolution 2022-07 Approving the Use of Electronic Documents and Signatures
12. Ratification of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
13. Ratification of Contract Agreement with Polk County Property Appraiser
14. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals for Landscape Maintenance Services
 - a) Floralawn
 - b) Prince & Sons, Inc.
 - ii. Consideration of Proposals for Aquatic Maintenance Services
 - a) Aquatic Weed Management, Inc.
 - b) Solitude Lake Management
 - c) Aquagenix
 - D. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Summary of:
 - a) Series 2021 AA2 Requisitions #5 to #25
 - b) Series 2021 North Parcel Requisitions #26 to #43
15. Other Business
16. Supervisors Requests and Audience Comments
17. Adjournment

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, **October 13, 2021** at 1:00 p.m. at 4900 Dundee Rd., Winter Haven, Florida.

Present and constituting a quorum:

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

Also present were:

Jill Burns	District Manager, GMS
Sarah Warren	KE Law Group
Branden Eckenrode	Nominated as Assistant Secretary

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four Supervisors were present 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

Organizational Matters

A. Acceptance of Resignation from Reggie Baxter

Ms. Burns stated they received a letter of resignation from Mr. Baxter so he will no longer be on the Board.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Acceptance of Resignation from Reggie Baxter, was approved.

B. Appointment to Fill the Vacant Board Seat

The Board nominated Branden Eckenrode to fill the vacant seat.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, the Appointment to Fill the Vacant Board Seat with Branden Eckenrode, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns swore in Branden Eckenrode at this time. Mr. Eckenrode has served on previous Boards so he was aware of the Sunshine Law.

D. Consideration of Resolution 2022-01 Electing Officers

Ms. Burns asked the Board who they would like to elect as Chairman and Vice Chairman. The Board decided to elect Mr. Elliott as Chairman and Mr. Carson as Vice Chairman. She asked that they appoint her as Secretary, which would make Mr. Walsh, Mr. Eckenrode, and Mr. Andrade Assistant Secretaries along with George Flint from her office as Assistant Secretary as well.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, Resolution 2022-01 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 11, 2021 Board of Supervisors Meeting

Ms. Burns presented the August 11, 2021, Board of Supervisors meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Minutes of the August 11, 2021, Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-02 Ratifying Series 2021 Bonds

Ms. Burns stated that they recently issued bonds and that this resolution approves all actions of the District, Staff and Officers in closing of the issuance of the assessment area.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, Resolution 2022-02 Ratifying Series 2021 Bonds, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Amended and Restated Disclosure of Public Financing

Ms. Burns stated that this had been updated to include the second bond issuance for Assessment Area 2 and will be recorded to put potential property owners on notice for the lands. She also stated that they needed a motion to authorize counsel to record.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Amended and Restated Disclosure of Public Financing and Authorizing Counsel to Record, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Assignment of Contract for the North Parcel Construction Contract

Ms. Burns stated that this was the assignment of the Tucker contract from Center State to the CDD. She offered to answer any questions.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Assignment of Contract for the North Parcel Construction Contract, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Audit Services Engagement Letter for Fiscal Year 2021 Audit

Ms. Burns stated this was with Grau & Associates and that it was a renewal of an existing agreement in the amount of \$6,400 annually. Ms. Burns stated that fees had increased, and the Board came up with a not-to-exceed amount of \$5,400 instead.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2021 Audit with a Not-To-Exceed Amount of \$5,400, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03
Waiving a Portion of the Rules of
Procedure Regarding Notice of Meetings**

Ms. Burns stated that the current rules and procedures have to have monthly meeting notices for all meetings, District Counsel took a look at the rules and they are comfortable with the CDD just releasing an annual meeting schedule. This resolution waives that rule requiring monthly notice of meetings.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, Resolution 2022-03 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

**i. Memorandum Regarding Wastewater Services and Stormwater
Regarding Notice of Meetings**

Ms. Warren stated that there was a new law that requires Districts that own or operate stormwater management systems to do a 20-year needs analysis of those systems. She stated that counsel will be working with the District Engineer to help them put together the needs analysis and they will provide them a recommended template for reporting those stormwater needs analysis and submitting them to the appropriate parties. The Board did not have any questions for Ms. Warren.

B. Engineer

There being none, the next item followed.

C. District Manager’s Report

i. Approval of Check Register

Ms. Burns stated that the check register was included in the agenda packet for review and offered to answer any questions. The total amount from August 6th through October 7th was \$32,556.30.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial packets were included in the package. The Board did not have any questions.

iii. Ratification of Series 2021 AA2 Requisitions #1 to #4

iv. Summary of Series 2021 North Parcel Requisitions #1 to #25

Ms. Burns presented these requisitions and stated that they had already been approved and needed to be ratified by the Board.

On MOTION by Mr. Walsh seconded by Mr. Elliott, with all in favor, Series 2021 AA2 Requisitions #1 to #4 and Series 2021 North Parcel Requisitions #1 to #25, were ratified.

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. Elliott, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



*ASTONIA
COMMUNITY DEVELOPMENT DISTRICT*

*AMENDED AND RESTATED ENGINEER'S REPORT
OF CAPITAL IMPROVEMENTS*

Prepared For

*BOARD OF SUPERVISORS
Of The
ASTONIA COMMUNITY DEVELOPMENT DISTRICT*

Prepared by:

*Hunter Engineering, Inc.
4900 Dundee Road
Winter Haven, FL 33884
863-676-7770*

April 8, 2022

Bryan Hunter, P.E.
FL Registration No. 53168
FL CA No. 8394

**AMENDED AND RESTATED ENGINEER'S REPORT
ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2	- Future Land Use Map
EXHIBIT 3	- Zoning Map
EXHIBIT 4 (Composite)	- Legal Description of Boundary
EXHIBIT 5	- Utility Location Map
EXHIBIT 6	- Drainage Map
EXHIBIT 7 (Composite) Costs	- Summary of District Facilities & Summary of Opinion of Probable

**AMENDED AND RESTATED ENGINEER'S REPORT
ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Astonia Community Development District (the "District") is located north and south of Ernie Caldwell Blvd, west of Lee Jackson Highway, and north and south of Little Zion Road in Polk County (the "County"). The existing District contains four residential project phases (Phase 1- 191 lots; Phase 2-306 lots; Phase 3 – 184 lots; Phase 4 – 332 lots) and consists of approximately 267.15 acres. As of the date of this report, the District is moving forward with a boundary amendment to add an additional 59.35 acres, bringing the total anticipated District area to 326.50 acres. The expanded District is expected to contain the 1,013 single-family lots previously included, 400 new multi-family townhome lots (1,413 lots total) being added as part of the boundary amendment, 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 (as amended under Ordinance No. 2021-23 on April 6, 2021), and has authorized the submittal of a boundary amendment petition to the County which will expand the boundary as set forth in the previous paragraph. The District will own and operate the onsite 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 Composite Exhibit 7 included with this Report.

This Report and the Capital Improvement Plan (as defined herein) reflect 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 future modifications, if any, 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 levels of benefit to the lands served by the public improvements.

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 may differ from the estimates due to a wide variety of factors that have the potential of affecting construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities 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 County for ownership and maintenance. All offsite roadway improvements will be owned and maintained by the County.

II. PURPOSE & 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 all of 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 1,013 single-family lots, 400 multi-family lots, and associated infrastructure (“Development”). The Development is a planned residential community located north and 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 Polk County future land use of RMX (Residential Medium) and NACX (Neighborhood Activity Center) and Polk County zoning of PD (Planned Development). The Development will be constructed in five phases. (Phase 1- 191 lots, Phase 2- 306 Lots, Phase 3 – 184 lots, Phase 4 – 332 lots, and the newly added Phase 5 – 400 lots).

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for all five phases of the Development. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities, recreational facilities, off-site roadway improvements, including turn lanes along Ernie Caldwell Blvd. & Lee Jackson Hwy., and also including off-site utility extensions.

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 occur as required. 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 the differential cost of undergrounding of wire in the public right-of-way or on District land is included.

As a part of the recreational component of the CIP, an amenity center and other public parks will be constructed within the various phases of the Development. The public parks and amenities will be accessed by the proposed public roadways and sidewalks and will be available for use by the general public.

All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the existing and proposed District boundaries. Stormwater will be conveyed 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 detention to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD.

The Federal Emergency Management Agency's Flood Insurance Rate Maps (FEMA FIRM) for the

various phases of development within the District, demonstrate that lands proposed to be developed are predominantly located within Flood Zones X with certain limited areas lying in Zone A or Zone AE. Relatively small amounts of floodplain encroachment and associated compensation has been designed and permitted within certain phases.

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 has been 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 right of ways within the District are primarily 50 feet in width with wider sections for the boulevard entrances. The roadways will primarily consist of 20 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. 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. All roadways within the District will be open to the general public.

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 the public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the various phases of the Development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed within the various phases of the Development. The water service provider will be Polk County 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 lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be Polk County Utilities. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily 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.

A reclaimed water distribution system is also proposed and the provider will be Polk County Utilities. The reclaimed water mains will consist of 4" & 6" diameter PVC. The mainlines will be placed primarily inside of the proposed public rights-of-way, adjacent to the proposed paved roadways. Branching off from these mainlines will be laterals to serve the individual lots. Any water, sewer, or reclaimed 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 as required at the project as well as offsite extensions for water and wastewater utilities to serve the project. The site construction activities associated with the CIP are anticipated to be completed in phases based on the following estimated schedule: Phase 1 is complete; Phase 2 in 2022, Phase 3 in 2022; Phase 4 in 2022; Phase 5 in 2023. Upon completion of the improvements, inspections will occur and

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.

Amenities and Parks

The District will provide funding for a public amenity facilities to include a clubhouse with restroom facilities, parking, and a pool. Also, provided will be a tot lot, dog park, recreational pavilion, play field, walking trails and passive open space. All facilities discussed in this paragraph are available to the general public.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. 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 presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Duke Energy for operation and maintenance of the street light poles and lighting service to the District. Only the differential cost of undergrounding of wire in public right-of-way on District land is included.

Entry Features , Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. The irrigation water source will be the County's master reclaimed water system being installed and referenced above. Downstream irrigation systems for the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the Development. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, the differential cost of undergrounding electrical lines, 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 residential 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. The 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)

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

PHASE 4 (332 Lots)

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

PHASE 5 (400 Townhome Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	N/A
SWFWMD ERP	June 2022
Construction Permits	June 2022
Polk County Health Department Water	July 2022
FDEP Sewer	July 2022
FDEP NOI	July 2022
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, the SWFWMD, and other applicable agencies. It should be noted that the public 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 planned infrastructure as shown on construction drawings incorporating the required specifications found in the most current County & SWFWMD regulations.

VIII. REPORT MODIFICATION

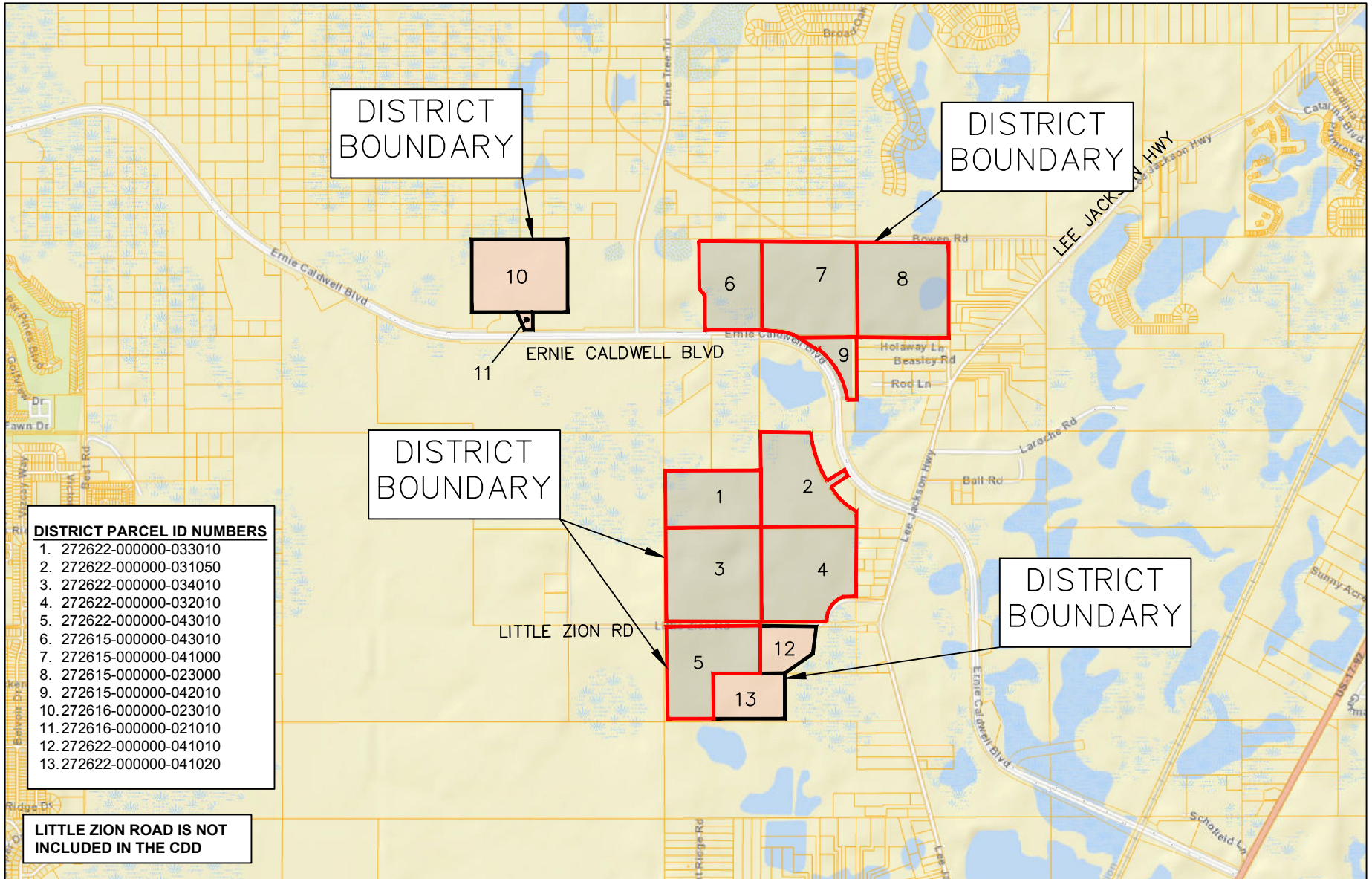
During development and implementation of the public infrastructure improvements as described herein for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such 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.

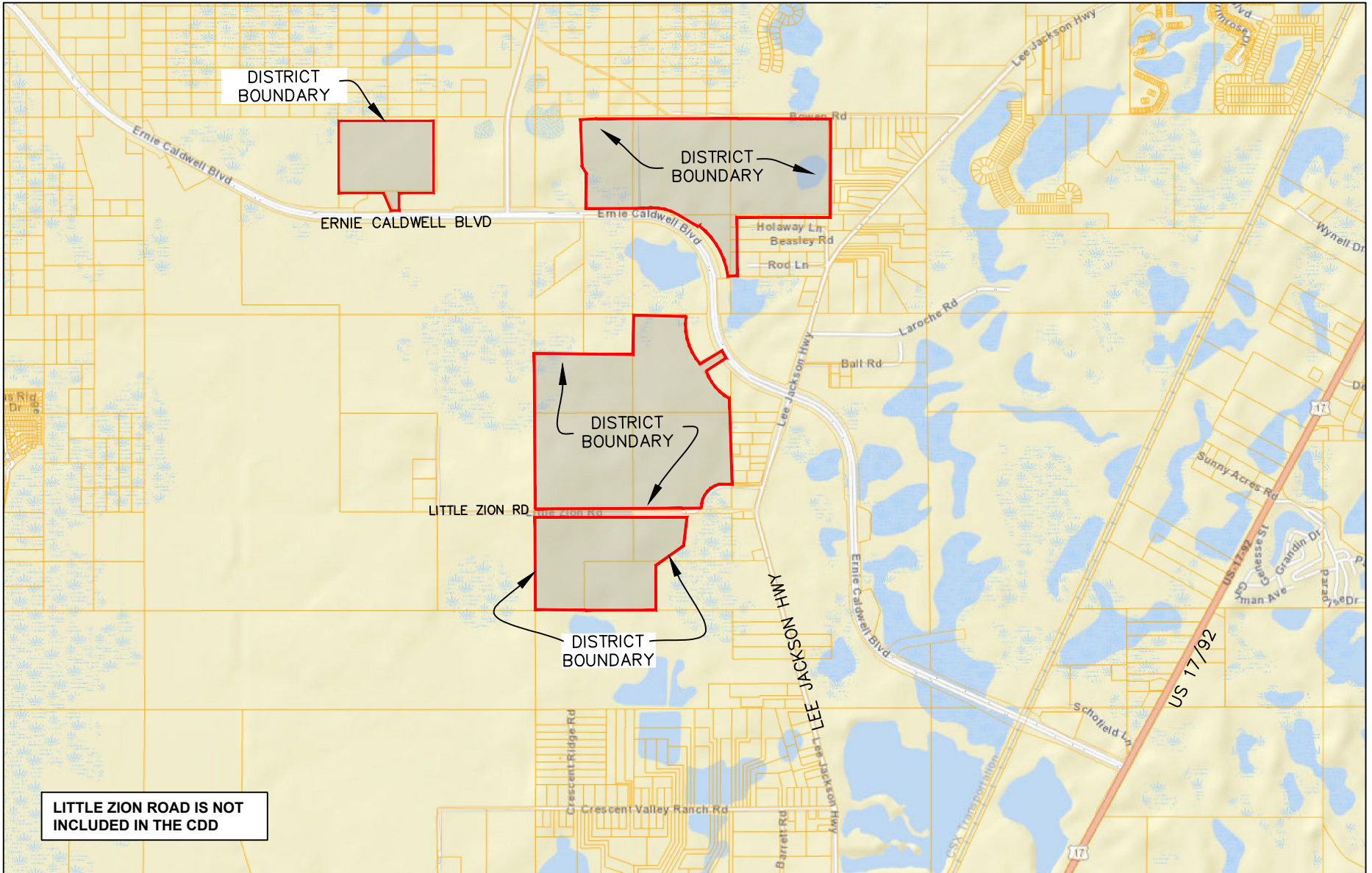
The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. However, labor market, future costs of equipment, 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 area, 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 proposed CIP can be completed at the cost as stated.



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

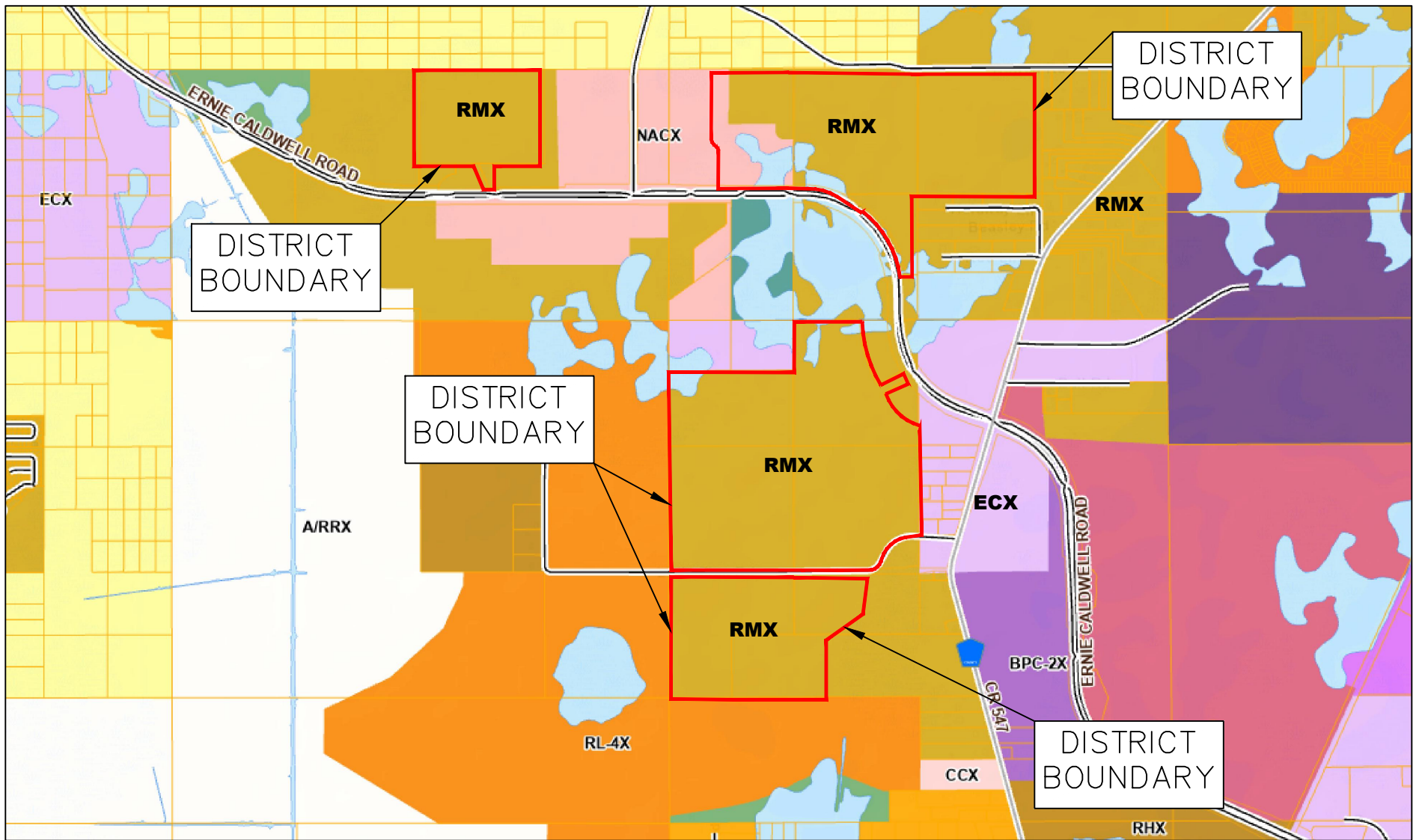




COMPOSITE EXHIBIT 1
ASTONIA CDD
DISTRICT BOUNDARY MAP

*APPROVED AND ADDED TO THE DISTRICT BY THE
 COUNTY COMMISSION ON APRIL 6, 2021





LEGEND

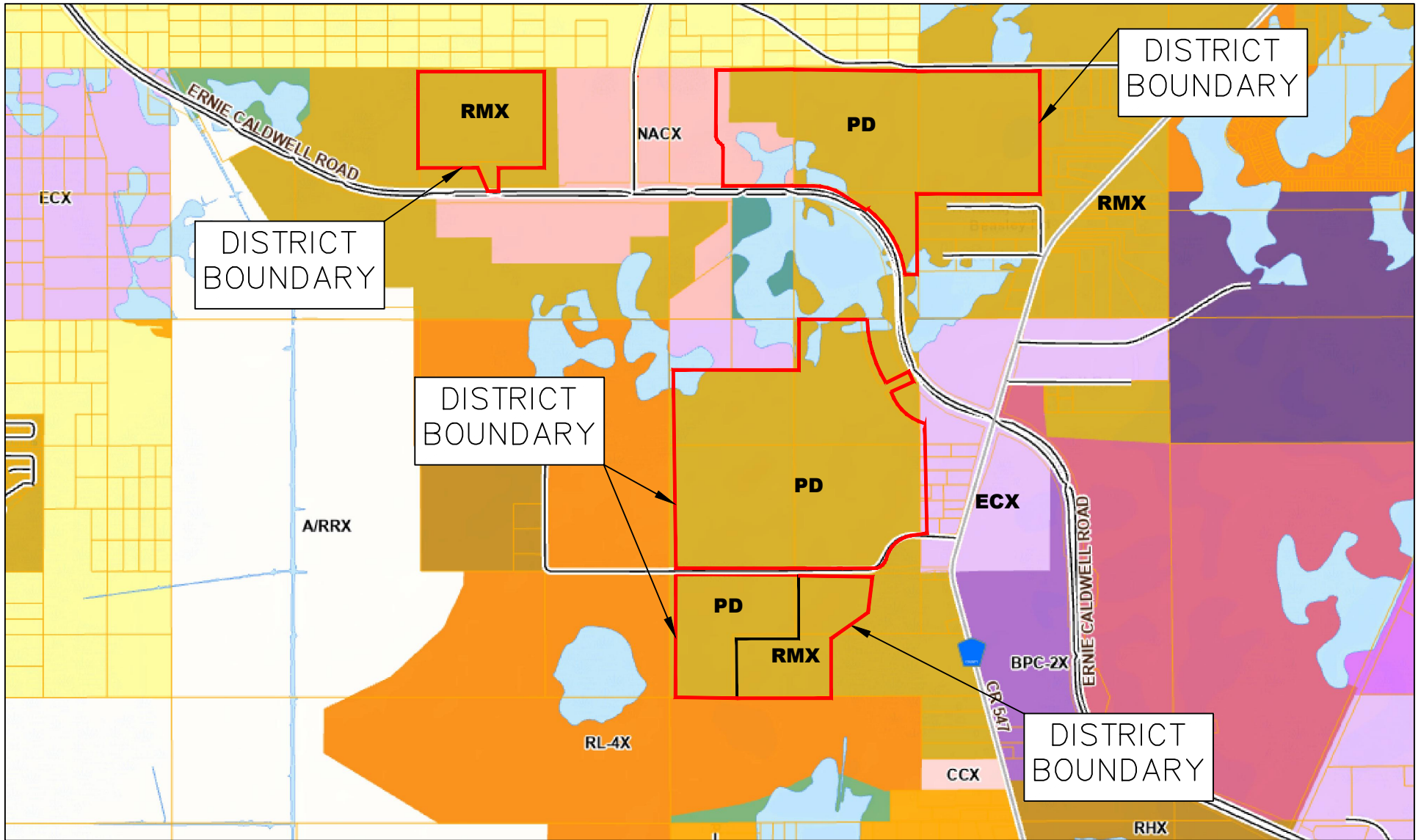
- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER
- NACX - NEIGHBORHOOD ACTIVITY CENTER

EXHIBIT 2
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY FUTURE LAND USE MAP



4900 DUNDEE ROAD WINTER HAVEN, FL 33884
 OFFICE: (863) 676-7770 FAX: (863) 965-0181





LEGEND

- RMX - RESIDENTIAL MEDIUM
- RL-4X - RESIDENTIAL LOW
- ECX - EMPLOYMENT CENTER
- BPC-2X - BUSINESS PARK CENTER
- NACX - NEIGHBORHOOD ACTIVITY CENTER
- PD - PLANNED DEVELOPMENT

EXHIBIT 3
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY ZONING MAP



4900 DUNDEE ROAD WINTER HAVEN, FL 33884
 OFFICE: (863) 676-7770 FAX: (863) 965-0181



EXISTING DISTRICT 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.

AND

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1346, PAGE 771, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SW 1/4 OF SAID SECTION 15; THENCE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89°30'30"E, A DISTANCE OF 516.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89°30'30"E, A DISTANCE OF 1291.38 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF BOWEN ROAD (PER MAP BOOK 3, PAGES 60-68); THENCE LEAVING SAID NORTH LINE OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES:



COMPOSITE EXHIBIT 4 EXISTING DISTRICT LEGAL DESCRIPTION ASTONIA CDD

EXISTING DISTRICT LEGAL DESCRIPTION

(1) N89°42'11"E, A DISTANCE OF 21.42 FEET; (2) S82°16'47"E, A DISTANCE OF 54.70 FEET; (3) N87°32'02"E, A DISTANCE OF 100.04 FEET; (4) N89°49'31"E, A DISTANCE OF 100.01 FEET; (5) N89°15'08"E, A DISTANCE OF 100.00 FEET; (6) N88°06'24"E, A DISTANCE OF 100.02 FEET; (7) S89°36'07"E, A DISTANCE OF 52.28 FEET; (8) S00°19'33"W, A DISTANCE OF 11.91 FEET; (9) N88°13'01"E, A DISTANCE OF 53.31 FEET; (10) N89°50'01"E, A DISTANCE OF 234.97 FEET; (11) N89°38'12"E, A DISTANCE OF 111.35 FEET; (12) N89°35'06"E, A DISTANCE OF 194.59 FEET; (13) N89°21'51"E, A DISTANCE OF 197.92 FEET; (14) N89°11'50"E, A DISTANCE OF 95.71 FEET; (15) N89°25'14"E, A DISTANCE OF 276.53 FEET; (16) S89°54'44"E, A DISTANCE OF 105.69 FEET; (17) N88°22'31"E, A DISTANCE OF 178.41 FEET; (18) N89°04'43"E, A DISTANCE OF 49.78 FEET; (19) N89°12'03"E, A DISTANCE OF 103.74 FEET; (20) S88°47'42"E, A DISTANCE OF 0.99 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°16'24"E ALONG SAID EAST LINE, A DISTANCE OF 1315.97 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S89°34'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, A DISTANCE OF 1314.94 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°14'11"E ALONG THE WEST LINE OF THE SW 1/4 OF THE SE 1/4, A DISTANCE OF 851.21 FEET; THENCE LEAVING SAID WEST LINE, S89°48'35"W, A DISTANCE OF 127.79 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY PER OFFICIAL RECORDS BOOK 9308, PAGE 2093, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES, (1) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 21°57'59" AND A CHORD BEARING AND DISTANCE OF N19°05'13"W, 424.86 FEET) FOR AN ARC DISTANCE OF 427.47 FEET TO A POINT OF NON-TANGENCY; (2) S59°55'48"W, A DISTANCE OF 5.00 FEET TO A TO A POINT OF NON-TANGENCY; (3) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1110.00 FEET, A CENTRAL ANGLE OF 20°03'13" AND A CHORD BEARING AND DISTANCE OF N40°05'48"W, 386.52 FEET) FOR AN ARC DISTANCE OF 388.50 FEET TO A POINT OF NON-TANGENCY; (4) S39°52'36"W, A DISTANCE OF 20.00 FEET TO A TO A POINT OF NON-TANGENCY; (5) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1090.00 FEET, A CENTRAL ANGLE OF 17°11'19" AND A CHORD BEARING AND DISTANCE OF N58°43'04"W, 325.77 FEET) FOR AN ARC DISTANCE OF 327.00 FEET TO A POINT OF NON-TANGENCY; (6) N22°41'17"E, A DISTANCE OF 10.00 FEET TO A TO A POINT OF NON-TANGENCY; (7) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 22°59'56" AND A CHORD BEARING AND DISTANCE OF N78°48'42"W, 438.59 FEET) FOR AN ARC DISTANCE OF 441.55 FEET TO A POINT OF TANGENCY; (8) S89°41'20"W, A DISTANCE OF 68.60 FEET; (9) S00°18'40"E, A DISTANCE OF 10.00 FEET; (10) S89°41'20"W, A DISTANCE OF 480.00 FEET; (11) N00°18'40"W, A DISTANCE OF 10.00 FEET; (12) S89°41'20"W, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N00°19'00"W, A DISTANCE OF 351.40 FEET TO A POINT OF NON-TANGENCY; THENCE NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 33°33'26" AND A CHORD BEARING AND DISTANCE OF N17°05'23"W, 86.60 FEET) FOR AN ARC DISTANCE OF 87.85 FEET TO A POINT OF TANGENCY; THENCE N00°19'00"W, A DISTANCE OF 786.18 FEET TO THE POINT OF BEGINNING.

EXISTING DISTRICT CONTAINS APPROXIMATELY 267.15 ACRES MORE OR LESS.



COMPOSITE EXHIBIT 4 EXISTING DISTRICT LEGAL DESCRIPTION ASTONIA CDD

EXPANSION PARCELS LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 00°31'43" EAST ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 8.29 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE ZION ROAD AS RECORDED IN MAP BOOK 13, PAGE 66 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: 1.) NORTH 89°39'18" EAST, 11.50 FEET; THENCE 2.) NORTH 89°53'03" EAST, 100.00 FEET; THENCE 3.) NORTH 89°35'52" EAST, 100.00 FEET; THENCE 4.) NORTH 88°40'52" EAST, 100.01 FEET; THENCE 5.) NORTH 89°18'40" EAST, 100.00 FEET; THENCE 6.) NORTH 89°25'33" EAST, 100.00 FEET; THENCE 7.) SOUTH 89°42'53" EAST, 100.01 FEET; THENCE 8.) SOUTH 89°49'46" EAST, 51.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1655, PAGE 1223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH AND EAST ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1.) SOUTH 00°32'52" EAST, 21.89 FEET; THENCE 2.) NORTH 89°35'52" EAST, 227.35 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 21°42'26" WEST, 233.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°06'49" (CHORD = 49.32 FEET, CHORD BEARING = SOUTH 16°20'59" EAST) 53.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°24'23" EAST, 25.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°58'13" (CHORD = 54.91 FEET, CHORD BEARING = SOUTH 29°25'17" EAST) 56.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 04°26'10" EAST, 76.39 FEET; THENCE SOUTH 13°38'46" WEST, 52.95 FEET; THENCE NORTH 87°49'58" WEST, 125.75 FEET; THENCE NORTH 39°27'15" WEST, 24.16 FEET; THENCE SOUTH 66°10'59" WEST, 65.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°51'36" (CHORD = 138.19 FEET, CHORD BEARING = SOUTH 44°15'11" WEST) 141.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°19'23" WEST, 65.01 FEET; THENCE SOUTH 02°40'05" WEST, 33.16 FEET; THENCE SOUTH 13°21'20" WEST, 42.92 FEET; THENCE SOUTH 31°43'53" WEST, 117.45 FEET; THENCE SOUTH 13°57'43" WEST, 37.88 FEET; THENCE SOUTH 35°24'16" EAST, 14.20 FEET; THENCE SOUTH 02°49'28" EAST, 79.62 FEET; THENCE SOUTH 07°37'35" WEST, 38.552 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 94.88 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°30'08" (CHORD = 53.10 FEET, CHORD BEARING = SOUTH 08°37'28" EAST) 53.82 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 78.61 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°11'21" (CHORD = 59.14 FEET, CHORD BEARING = SOUTH 02°46'52" EAST) 60.63 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 56.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'12" (CHORD = 18.84 FEET, CHORD BEARING = SOUTH 28°53'52" WEST) 18.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°28'01" WEST, 48.74 FEET; THENCE SOUTH 47°05'33" WEST, 40.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°59'48" (CHORD = 47.02 FEET, CHORD BEARING = SOUTH 11°05'39" WEST) 50.26 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°54'15" EAST, 62.08 FEET; THENCE SOUTH 47°59'52" EAST, 60.74 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 22; THENCE SOUTH 89°32'02" WEST ALONG SAID SOUTH BOUNDARY AND THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1116.97 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH 00°30'34" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 661.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°33'57" EAST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 663.17 FEET TO THE NORTHEAST CORNER THEREOF AND THE AFOREMENTIONED WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°31'43" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 652.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 28.38 ACRES, MORE OR LESS.

AND:



COMPOSITE EXHIBIT 4 EXPANSION PARCELS LEGAL DESCRIPTION ASTONIA CDD

EXPANSION PARCELS LEGAL DESCRIPTION

THE NORTH 3/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, AND THE EAST 50 FEET OF THE S 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

THE ABOVE DESCRIBED PARCEL CONTAINING 30.02 ACRES OF LAND MORE OR LESS,

AND:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 852, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 16; THENCE ALONG THE EAST LINE OF THE SE 1/4 OF SAID SECTION 16, S00°03'10"E, A DISTANCE OF 1208.78 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH PUBLIC RIGHT OF WAY PER OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S89°41'25"W, A DISTANCE OF 1094.25 FEET; 2) S00°18'35"E, A DISTANCE OF 32.00 FEET; 3) S89°41'25"W, A DISTANCE OF 673.85 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°41'25"W, A DISTANCE OF 145.00 FEET TO THE EAST LINE OF PARCEL 227 PART B AS DESCRIBED IN OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N00°18'35"W, A DISTANCE OF 31.80 FEET; 2) N24°38'58"W, A DISTANCE OF 241.81 TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6637, PAGE 1179, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°45'05"E, A DISTANCE OF 220.00 FEET; THENCE LEAVING SAID SOUTH LINE, S00°13'47"E, A DISTANCE OF 226.88 FEET; THENCE S45°17'07"E, A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 0.95 ACRES OF LAND, MORE OR LESS,

WITH ALL THREE OF THE EXPANSION PARCELS TOTALING 59.35 ACRES, MORE OR LESS.



COMPOSITE EXHIBIT 4 EXPANSION PARCELS LEGAL DESCRIPTION ASTONIA CDD

AMENDED DISTRICT 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.

AND

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1346, PAGE 771, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SW 1/4 OF SAID SECTION 15; THENCE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89°30'30"E, A DISTANCE OF 516.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89°30'30"E, A DISTANCE OF 1291.38 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF BOWEN ROAD (PER MAP BOOK 3, PAGES 60-68); THENCE LEAVING SAID NORTH LINE OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES:

COMPOSITE EXHIBIT 4

AMENDED DISTRICT LEGAL DESCRIPTION ASTONIA CDD



AMENDED DISTRICT LEGAL DESCRIPTION

(1) N89°42'11"E, A DISTANCE OF 21.42 FEET; (2) S82°16'47"E, A DISTANCE OF 54.70 FEET; (3) N87°32'02"E, A DISTANCE OF 100.04 FEET; (4) N89°49'31"E, A DISTANCE OF 100.01 FEET; (5) N89°15'08"E, A DISTANCE OF 100.00 FEET; (6) N88°06'24"E, A DISTANCE OF 100.02 FEET; (7) S89°36'07"E, A DISTANCE OF 52.28 FEET; (8) S00°19'33"W, A DISTANCE OF 11.91 FEET; (9) N88°13'01"E, A DISTANCE OF 53.31 FEET; (10) N89°50'01"E, A DISTANCE OF 234.97 FEET; (11) N89°38'12"E, A DISTANCE OF 111.35 FEET; (12) N89°35'06"E, A DISTANCE OF 194.59 FEET; (13) N89°21'51"E, A DISTANCE OF 197.92 FEET; (14) N89°11'50"E, A DISTANCE OF 95.71 FEET; (15) N89°25'14"E, A DISTANCE OF 276.53 FEET; (16) S89°54'44"E, A DISTANCE OF 105.69 FEET; (17) N88°22'31"E, A DISTANCE OF 178.41 FEET; (18) N89°04'43"E, A DISTANCE OF 49.78 FEET; (19) N89°12'03"E, A DISTANCE OF 103.74 FEET; (20) S88°47'42"E, A DISTANCE OF 0.99 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°16'24"E ALONG SAID EAST LINE, A DISTANCE OF 1315.97 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S89°34'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, A DISTANCE OF 1314.94 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°14'11"E ALONG THE WEST LINE OF THE SW 1/4 OF THE SE 1/4, A DISTANCE OF 851.21 FEET; THENCE LEAVING SAID WEST LINE, S89°48'35"W, A DISTANCE OF 127.79 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY PER OFFICIAL RECORDS BOOK 9308, PAGE 2093, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES, (1) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 21°57'59" AND A CHORD BEARING AND DISTANCE OF N19°05'13"W, 424.86 FEET) FOR AN ARC DISTANCE OF 427.47 FEET TO A POINT OF NON-TANGENCY; (2) S59°55'48"W, A DISTANCE OF 5.00 FEET TO A TO A POINT OF NON-TANGENCY; (3) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1110.00 FEET, A CENTRAL ANGLE OF 20°03'13" AND A CHORD BEARING AND DISTANCE OF N40°05'48"W, 386.52 FEET) FOR AN ARC DISTANCE OF 388.50 FEET TO A POINT OF NON-TANGENCY; (4) S39°52'36"W, A DISTANCE OF 20.00 FEET TO A TO A POINT OF NON-TANGENCY; (5) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1090.00 FEET, A CENTRAL ANGLE OF 17°11'19" AND A CHORD BEARING AND DISTANCE OF N58°43'04"W, 325.77 FEET) FOR AN ARC DISTANCE OF 327.00 FEET TO A POINT OF NON-TANGENCY; (6) N22°41'17"E, A DISTANCE OF 10.00 FEET TO A TO A POINT OF NON-TANGENCY; (7) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 22°59'56" AND A CHORD BEARING AND DISTANCE OF N78°48'42"W, 438.59 FEET) FOR AN ARC DISTANCE OF 441.55 FEET TO A POINT OF TANGENCY; (8) S89°41'20"W, A DISTANCE OF 68.60 FEET; (9) S00°18'40"E, A DISTANCE OF 10.00 FEET; (10) S89°41'20"W, A DISTANCE OF 480.00 FEET; (11) N00°18'40"W, A DISTANCE OF 10.00 FEET; (12) S89°41'20"W, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N00°19'00"W, A DISTANCE OF 351.40 FEET TO A POINT OF NON-TANGENCY; THENCE NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 33°33'26" AND A CHORD BEARING AND DISTANCE OF N17°05'23"W, 86.60 FEET) FOR AN ARC DISTANCE OF 87.85 FEET TO A POINT OF TANGENCY; THENCE N00°19'00"W, A DISTANCE OF 786.18 FEET TO THE POINT OF BEGINNING.

AND

COMPOSITE EXHIBIT 4

AMENDED DISTRICT LEGAL DESCRIPTION ASTONIA CDD



AMENDED DISTRICT LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 00°31'43" EAST ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 8.29 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE ZION ROAD AS RECORDED IN MAP BOOK 13, PAGE 66 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: 1.) NORTH 89°39'18" EAST, 11.50 FEET; THENCE 2.) NORTH 89°53'03" EAST, 100.00 FEET; THENCE 3.) NORTH 89°35'52" EAST, 100.00 FEET; THENCE 4.) NORTH 88°40'52" EAST, 100.01 FEET; THENCE 5.) NORTH 89°18'40" EAST, 100.00 FEET; THENCE 6.) NORTH 89°25'33" EAST, 100.00 FEET; THENCE 7.) SOUTH 89°42'53" EAST, 100.01 FEET; THENCE 8.) SOUTH 89°49'46" EAST, 51.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1655, PAGE 1223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH AND EAST ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1.) SOUTH 00°32'52" EAST, 21.89 FEET; THENCE 2.) NORTH 89°35'52" EAST, 227.35 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 21°42'26" WEST, 233.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°06'49" (CHORD = 49.32 FEET, CHORD BEARING = SOUTH 16°20'59" EAST) 53.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°24'23" EAST, 25.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°58'13" (CHORD = 54.91 FEET, CHORD BEARING = SOUTH 29°25'17" EAST) 56.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 04°26'10" EAST, 76.39 FEET; THENCE SOUTH 13°38'46" WEST, 52.95 FEET; THENCE NORTH 87°49'58" WEST, 125.75 FEET; THENCE NORTH 39°27'15" WEST, 24.16 FEET; THENCE SOUTH 66°10'59" WEST, 65.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°51'36" (CHORD = 138.19 FEET, CHORD BEARING = SOUTH 44°15'11" WEST) 141.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°19'23" WEST, 65.01 FEET; THENCE SOUTH 02°40'05" WEST, 33.16 FEET; THENCE SOUTH 13°21'20" WEST, 42.92 FEET; THENCE SOUTH 31°43'53" WEST, 117.45 FEET; THENCE SOUTH 13°57'43" WEST, 37.88 FEET; THENCE SOUTH 35°24'16" EAST, 14.20 FEET; THENCE SOUTH 02°49'28" EAST, 79.62 FEET; THENCE SOUTH 07°37'35" WEST, 38.552 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 94.88 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°30'08" (CHORD = 53.10 FEET, CHORD BEARING = SOUTH 08°37'28" EAST) 53.82 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 78.61 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°11'21" (CHORD = 59.14 FEET, CHORD BEARING = SOUTH 02°46'52" EAST) 60.63 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 56.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'12" (CHORD = 18.84 FEET, CHORD BEARING = SOUTH 28°53'52" WEST) 18.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°28'01" WEST, 48.74 FEET; THENCE SOUTH 47°05'33" WEST, 40.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°59'48" (CHORD = 47.02 FEET, CHORD BEARING = SOUTH 11°05'39" WEST) 50.26 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°54'15" EAST, 62.08 FEET; THENCE SOUTH 47°59'52" EAST, 60.74 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 22; THENCE SOUTH 89°32'02" WEST ALONG SAID SOUTH BOUNDARY AND THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1116.97 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH 00°30'34" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 661.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°33'57" EAST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 663.17 FEET TO THE NORTHEAST CORNER THEREOF AND THE AFOREMENTIONED WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°31'43" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 652.54 FEET TO THE POINT OF BEGINNING.

AND



4900 DUNDEE ROAD WINTER HAVEN, FL 33884
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COMPOSITE EXHIBIT 4

AMENDED DISTRICT LEGAL DESCRIPTION ASTONIA CDD

AMENDED DISTRICT LEGAL DESCRIPTION

THE NORTH 3/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, AND THE EAST 50 FEET OF THE S 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

AND:

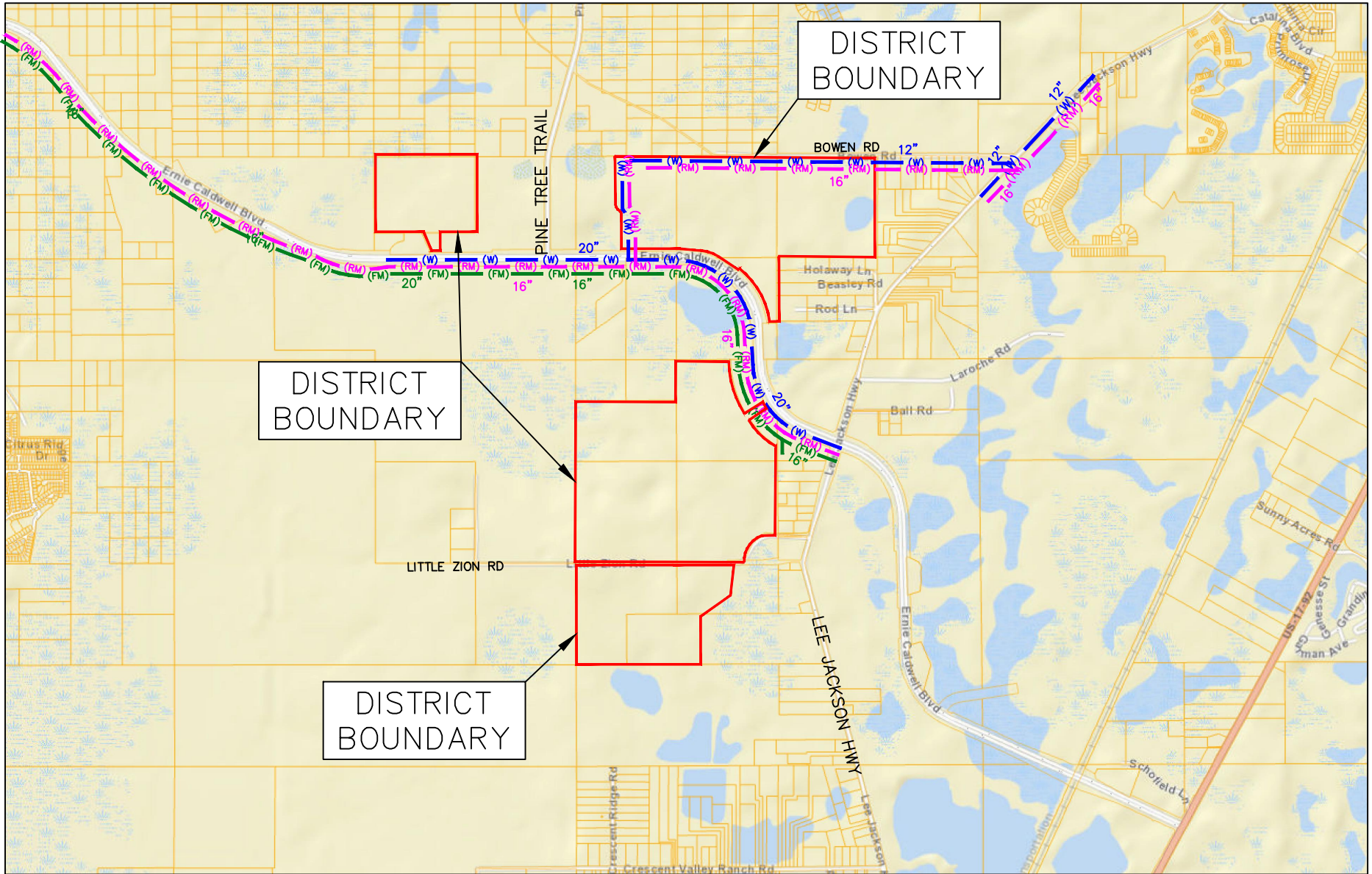
A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 852, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 16; THENCE ALONG THE EAST LINE OF THE SE 1/4 OF SAID SECTION 16, S00°03'10"E, A DISTANCE OF 1208.78 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH PUBLIC RIGHT OF WAY PER OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S89°41'25"W, A DISTANCE OF 1094.25 FEET; 2) S00°18'35"E, A DISTANCE OF 32.00 FEET; 3) S89°41'25"W, A DISTANCE OF 673.85 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°41'25"W, A DISTANCE OF 145.00 FEET TO THE EAST LINE OF PARCEL 227 PART B AS DESCRIBED IN OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N00°18'35"W, A DISTANCE OF 31.80 FEET; 2) N24°38'58"W, A DISTANCE OF 241.81 TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6637, PAGE 1179, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°45'05"E, A DISTANCE OF 220.00 FEET; THENCE LEAVING SAID SOUTH LINE, S00°13'47"E, A DISTANCE OF 226.88 FEET; THENCE S45°17'07"E, A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING.

THE AMENDED DISTRICT BOUNDARY CONTAINS APPROXIMATELY 326.50 ACRES, MORE OR LESS.





DISTRICT BOUNDARY

DISTRICT BOUNDARY

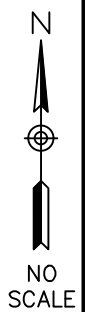
DISTRICT BOUNDARY

EXHIBIT 5
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
UTILITY LOCATION MAP



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

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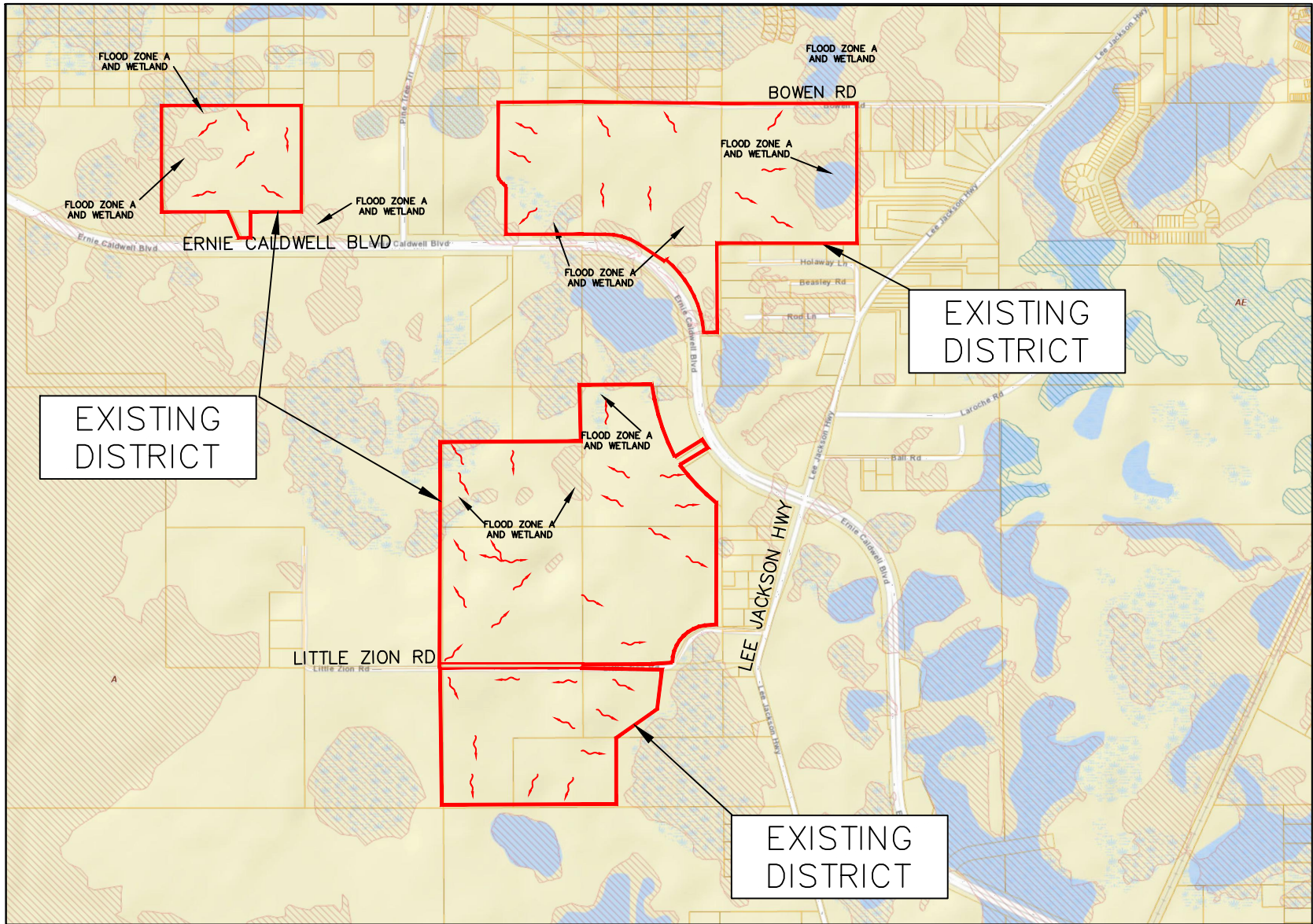


EXHIBIT 6
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
DRAINAGE MAP

LEGEND
 FLOW DIRECTION



Composite Exhibit 7
Astoria 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.

Composite Exhibit 7
Astoria Community Development District
Summary of Probable Cost

<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Phase 1 (2020-2021)</u> <u>Existing District</u> <u>191 Lots</u> ⁽¹⁰⁾	<u>Phase 2 (2021-2022)</u> <u>Existing District</u> <u>306 Lots</u> ⁽¹¹⁾	<u>Phase 3 (2021-2022)</u> <u>Existing District</u> <u>184 Lots</u> ⁽¹²⁾	<u>Phase 4 (2021-2022)</u> <u>Expansion</u> <u>332 LOTS</u> ⁽¹³⁾	<u>Phase 5 (2022-2023)</u> <u>Expansion</u> <u>400 Townhome Lots</u>	<u>Total</u> <u>1,413 Lots</u> ⁽¹⁴⁾
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 650,000.00	\$1,050,000.00	\$ 600,000.00	\$ 200,000.00	\$400,000.00	\$ 2,900,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$1,350,000.00	\$2,160,000.00	\$1,290,000.00	\$2,300,000.00	\$3,200,000.00	\$10,300,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(5)(6) (8)}	\$1,320,000.00	\$2,120,000.00	\$1,260,000.00	\$2,300,000.00	\$3,600,000.00	\$10,600,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 790,000.00	\$1,260,000.00	\$ 750,000.00	\$1,370,000.00	\$2,400,000.00	\$6,570,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	\$ 310,000.00	\$ 495,000.00	\$ 295,000.00	\$ 530,000.00	\$200,000.00	\$ 1,830,000.00
Parks and Recreational Facilities ⁽¹⁾⁽⁶⁾	\$ 450,000.00	\$ 720,000.00	\$ 430,000.00	\$ 720,000.00	\$200,000.00	\$ 2,520,000.00
Contingency	\$ 210,000.00	\$ 345,000.00	\$ 245,000.00	\$ 400,000.00	\$1,000,000.00	\$ 2,200,000.00
TOTAL	\$5,080,000.00	\$8,150,000.00	\$4,870,000.00	\$7,820,000.00	\$11,000,000.00	\$36,920,000.00

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry features, 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 2021 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 1,413 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. 139 – 40 foot wide lots and 193 - 50 foot wide lots.
14. 428 – 40 foot wide lots, 585 – 50 foot wide lots, and 400 townhome lots.

SECTION V

RESOLUTION NO. 2022-04

A RESOLUTION OF ASTONIA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AMENDING RESOLUTION 2020-27 OF THE DISTRICT ADOPTED ON FEBRUARY 13, 2020, WITH RESPECT TO THE PRINCIPAL DENOMINATIONS OF THE BONDS UPON ISSUANCE PROVIDED THEREIN AND INCREASING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SPECIAL ASSESSMENT BONDS AUTHORIZED TO BE ISSUED BY THE DISTRICT, IN ONE OR MORE SERIES, FROM \$23,500,000 TO \$36,000,000; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH ADDITIONAL BONDS; RATIFYING AND REAFFIRMING RESOLUTION NO. 2020-27 EXCEPT AS MODIFIED HEREIN; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Astonia Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**") and Ordinance No. 2020-002 enacted by the Board of County Commissioners of Polk County, Florida ("**County**") on January 7, 2020, as amended by Ordinance No. 2021-23 (collectively with Ordinance No. 2020-002, the "**Ordinance**"); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within its jurisdiction, and the District decided to undertake the design, acquisition, construction, reconstruction, equipping and installation of a stormwater management system, water and wastewater (on and off site) facilities, roadways (on and off site), recreational facilities and related landscape, hardscape, entry feature and streetlights and all other improvements authorized pursuant to the Act (as amended from time to time, the "**Project**"), as more particularly described in the *Engineer's Report for Capital Improvements*, dated February 3, 2020 (as amended and supplemented, the "**Original Engineer's Report**") prepared by Wood & Associates, Inc. as consulting engineer to the District ("**Original District Engineer**"); and

WHEREAS, the Project is further set forth in Schedule "I" to Resolution No. 2020-27 (the "**Original Bond Resolution**"), adopted by the Board of Supervisors of the District (the "**Board**") on February 13, 2020, as amended and supplemented by that Schedule "I" to Resolution No. 2020-39 adopted by the Board on August 12, 2020 (the "**Original Delegation Resolution**"); and

WHEREAS, pursuant to the Original Bond Resolution, the District authorized the issuance of not to exceed \$23,500,000 aggregate principal amount of its Astonia Community Development District Special Assessment Bonds, in one or more series (collectively, the "**Bonds**"), in order to pay all or a portion of the design, acquisition, construction, reconstruction, equipping and installation costs of the Project; and

WHEREAS, a portion of the Bonds to be issued by the District were validated by final judgment, entered on June 10, 2020, of the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida in Case No. 53-2020-CA-000295, *Astonia Community Development District, as Plaintiff, v. The State of Florida, and the Taxpayers, Property Owners and Citizens of Astonia Community Development District, Including Non-Residents Owning Property or Subject to Taxation Therein, and Others Having or Claiming Any Rights, Title or Interest in Property to be Affected by the Issuance of the Bonds Herein Described, or to be Affected in Any Way Thereby, as Defendants* (the "**Original Validation**");

WHEREAS, the District issued \$3,830,000 aggregate principal amount of Astonia Community Development District Special Assessment Bonds, Series 2020, the proceeds of which were used to provide funds for the payment of a portion of the costs of the Project known as Phase 1 (as presented in Schedule “I” attached to the Original Delegation Resolution); and

WHEREAS, the District subsequently adopted Resolution No. 2021-02, authorizing the filing of a petition to amend the District boundaries to include 107.219 acres of additional lands, more or less, (the “**Expansion Parcel**”) which boundary amendment petition to the County and all other necessary actions to bring in the Expansion Parcel into the boundaries of the District properly took place and were acknowledged in Ordinance No. 2021-23, effective April 6, 2021; and

WHEREAS, the District issued \$17,220,000 aggregate principal amount of Astonia Community Development District Special Assessment Bonds, Series 2021 (Assessment Area Two Project) and Astonia Community Development District Special Assessment Bonds, Series 2021 (North Parcel Assessment Area Project), the proceeds of which were used to provide funds for the payment of a portion of the costs of the Projects known as Assessment Area Two and North Parcel Assessment Area; and

WHEREAS, the District subsequently adopted Resolution No. 2021-12 as amended by Resolution No. 2022-04 (the “**Second Boundary Amendment Resolution**”) authorizing the filing of a petition to amend the District boundaries to include 59.34 acres of additional lands, more or less (the “**Second Expansion Parcel**”), which boundary amendment petition to the County and all other necessary actions to bring in the Expansion Parcel into the boundaries of the District are underway; and

WHEREAS, Schedule "I" attached here, *inter alia*, describes and sets forth the infrastructure improvements comprising a portion of the Project which had not yet been acquired or constructed by the District pursuant to the Act and provides the estimated costs of said infrastructure improvements; and

WHEREAS, while the construction or acquisition of a portion of the Project is underway, a portion of the future public infrastructure improvements specially benefitting the remaining lands in the District and the Second Expansion Parcel as set forth in Schedule “I” attached here represent additional improvements costs of the expanded scope of the Project of the District; and

WHEREAS, due to the contemplated addition of the Second Expansion Parcel to the District and the District's need to provide certain community development services and facilities for the benefit of such Second Expansion Parcel, the District now desires to further amend the Original Bond Resolution to increase the not to exceed aggregate principal amount of Bonds (as defined in the Original Bond Resolution), from \$23,500,000 to \$36,000,000 authorized to be issued by the District to pay costs of the design, acquisition, construction, reconstruction, equipping and installation of the Project, effectively authorizing the issuance of an additional \$12,500,000 of Bonds by the District to pay additional costs of the expanded scope of the Project as set forth in the the *Amended and Restated Engineer’s Report of Capital Improvements* prepared by Hunter Engineering, Inc. and dated April 8, 2022, as well as in potential future amendments to the Original Engineer’s Report.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Astonia Community Development District, as follows:

Section 1. Definitions. Capitalized terms used, but not defined, in this Resolution including, without limitation, the foregoing preambles, shall have the meanings assigned to such terms in the Original Bond Resolution.

Section 2. Incorporation. All findings and statements in the foregoing preambles are hereby incorporated in this Resolution by reference, as if fully repeated herein.

Section 3. Amendment of Original Bond Resolution. The Original Bond Resolution is hereby amended by changing, in each place it appears in the Original Bond Resolution, the not to exceed aggregate principal amount of Bonds authorized to be issued pursuant to the Original Bond Resolution from \$23,500,000 to \$36,000,000. Without limiting the foregoing, it is the intent of this Resolution to amend the Original Bond Resolution so that the term "\$22,500,000" is changed to "\$36,000,000" in each place it appears in the Original Bond Resolution.

Section 4. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Polk County, Florida, for validation of an additional \$12,500,000 to the Original Validation amount, for a total authorized principal amount validated not to exceed \$36,000,000 in the aggregate, and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), *Florida Statutes*. The Chairperson or Vice-Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's assessment methodology consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 5. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts, proceedings and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution, the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 6. Ratification of Original Bond Resolution. Except as modified by this this Resolution, the Original Bond Resolution shall remain in full force and effect and is hereby ratified and reaffirmed.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 8. Open Meetings. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the Board, and that all deliberations of the Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including but not limited to, the requirements of Section 286.011, *Florida Statutes*.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[Remainder of this page intentionally left blank]

PASSED in Public Session of the Board of Supervisors of Astonia Community Development District,
this 13th day of April 2022.

**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary/Assistant Secretary
Board of Supervisors

Chairperson, Board of Supervisors

Schedule “I”

Summary of Probable Costs presented as Composite Exhibit 7 to the *Amended and Restated Engineer’s Report for Capital Improvements* prepared by Hunter Engineering, Inc. and dated April 8, 2022:

Composite Exhibit 7 Astoria Community Development District Summary of Probable Cost

Infrastructure ⁽¹⁾⁽⁹⁾	Phase 1 (2020-2021) Existing District 191 Lots ⁽¹⁰⁾	Phase 2 (2021-2022) Existing District 306 Lots ⁽¹¹⁾	Phase 3 (2021-2022) Existing District 184 Lots ⁽¹²⁾	Phase 4 (2021-2022) Expansion 332 LOTS ⁽¹³⁾	Phase 5 (2022-2023) Expansion 400 Townhome Lots	Total 1,413 Lots ⁽¹⁴⁾
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 650,000.00	\$1,050,000.00	\$ 600,000.00	\$ 200,000.00	\$400,000.00	\$ 2,900,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$1,350,000.00	\$2,160,000.00	\$1,290,000.00	\$2,300,000.00	\$3,200,000.00	\$10,300,000.00
Utilities (Water, Sewer, & Street Lighting) ⁽⁴⁾⁽⁶⁾⁽⁸⁾	\$1,320,000.00	\$2,120,000.00	\$1,260,000.00	\$2,300,000.00	\$3,600,000.00	\$10,600,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 790,000.00	\$1,260,000.00	\$ 750,000.00	\$1,370,000.00	\$2,400,000.00	\$6,570,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	\$ 310,000.00	\$ 495,000.00	\$ 295,000.00	\$ 530,000.00	\$200,000.00	\$ 1,830,000.00
Parks and Recreational Facilities ⁽¹⁾⁽⁶⁾	\$ 450,000.00	\$ 720,000.00	\$ 430,000.00	\$ 720,000.00	\$200,000.00	\$ 2,520,000.00
Contingency	\$ 210,000.00	\$ 345,000.00	\$ 245,000.00	\$ 400,000.00	\$1,000,000.00	\$ 2,200,000.00
TOTAL	\$5,080,000.00	\$8,150,000.00	\$4,870,000.00	\$7,820,000.00	\$11,000,000.00	\$36,920,000.00

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry features, 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 2021 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 1,413 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. 139 – 40 foot wide lots and 193 - 50 foot wide lots.
14. 428 – 40 foot wide lots, 585 – 50 foot wide lots, and 400 townhome lots.

SECTION VI

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION 2021-12 DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; ADDRESSING CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 2020-002, adopted by the Board of County Commissioners of Polk County, Florida ("County"), effective January 7, 2020, as amended by Ordinance No. 2021-23 (collectively with Ordinance No. 2020-002, the "Ordinance"), and being situated entirely within the County; and

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

WHEREAS, the District presently consists of approximately 267.15 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 28.9 acres of land, more or less ("Expansion Parcels"); and

WHEREAS, on June 9, 2021, the District's Board of Supervisors ("Board"), adopted Resolution 2021-12, directing the District's Chairman of the Board and District Staff to file a petition with the City to adopt an ordinance amending the District's boundaries; and

WHEREAS, the Developer has again approached the District and requested the Board to include an additional 30.44 acres of land, more or less ("Additional Lands" and together with prior Expansion Parcels, the "Updated Expansion Parcels"), to the prior Expansion Parcels, for an aggregate total of 59.34 acres of land, more or less, in Updated Expansion Parcels; and

WHEREAS, the District desires to amend and supplement Resolution 2021-12 to include the Additional Lands; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of

sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

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

WHEREAS, Exhibit A to Resolution 2021-12, is hereby replaced in its entirety with **Exhibit A** attached to this Resolution; and

WHEREAS, addition of the lands identified in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plans; and

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

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

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

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

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

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

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

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

SECTION 4. This Resolution is intended to amend and supplement, in part, Resolution 2021-12, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2021-12, that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 5. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 13th day of April, 2022.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Updated Expansion Parcels

EXHIBIT A

All of the following two parcels:

LEGAL DESCRIPTION:

THE NORTH 3/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, AND THE EAST 50 FEET OF THE S 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LEGAL DESCRIPTION: NEW PARCEL

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 00°31'43" EAST ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 8.29 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE ZION ROAD AS RECORDED IN MAP BOOK 13, PAGE 66 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1.) NORTH 89°38'18" EAST, 11.50 FEET; THENCE 2.) NORTH 89°53'03" EAST, 100.00 FEET; THENCE 3.) NORTH 89°35'52" EAST, 100.00 FEET; THENCE 4.) NORTH 88°40'52" EAST, 100.01 FEET; THENCE 5.) NORTH 89°18'40" EAST, 100.00 FEET; THENCE 6.) NORTH 89°25'33" EAST, 100.00 FEET; THENCE 7.) SOUTH 89°42'53" EAST, 100.01 FEET; THENCE 8.) SOUTH 89°49'46" EAST, 51.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1655, PAGE 1223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH AND EAST ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1.) SOUTH 00°32'52" EAST, 21.89 FEET; THENCE 2.) NORTH 89°35'52" EAST, 227.35 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 21°42'26" WEST, 233.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°06'49" (CHORD = 49.32 FEET, CHORD BEARING = SOUTH 16°20'39" EAST) 53.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°24'23" EAST, 25.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'13" (CHORD = 54.91 FEET, CHORD BEARING = SOUTH 29°25'17" EAST) 56.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 04°26'10" EAST, 76.39 FEET; THENCE SOUTH 13°38'46" WEST, 52.95 FEET; THENCE NORTH 87°49'58" WEST, 125.75 FEET; THENCE NORTH 39°27'15" WEST, 24.16 FEET; THENCE SOUTH 66°10'39" WEST, 65.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°51'36" (CHORD = 138.19 FEET, CHORD BEARING = SOUTH 44°15'11" WEST) 141.62 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 22°19'23" WEST, 65.01 FEET; THENCE SOUTH 02°40'05" WEST, 33.16 FEET; THENCE

SOUTH 13°21'20" WEST, 42.92 FEET; THENCE SOUTH 31°43'53" WEST, 117.45 FEET; THENCE SOUTH 13°57'43" WEST, 37.88 FEET; THENCE SOUTH 35°24'16" EAST, 14.20 FEET; THENCE SOUTH 02°49'28" EAST, 79.62 FEET; THENCE SOUTH 07°37'35" WEST, 38.552 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 94.88 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'08" (CHORD = 53.10 FEET, CHORD BEARING = SOUTH 06°37'28" EAST) 53.82 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 76.61 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'21" (CHORD = 59.14 FEET, CHORD BEARING = SOUTH 02°46'52" EAST) 60.63 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 56.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'12" (CHORD = 18.84 FEET, CHORD BEARING = SOUTH 28°53'52" WEST), 18.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°28'01" WEST, 48.74 FEET; THENCE SOUTH 47°05'33" WEST, 40.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°59'48" (CHORD = 47.02 FEET, CHORD BEARING = SOUTH 11°05'39" WEST) 50.26 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°54'15" EAST, 62.08 FEET; THENCE SOUTH 47°59'52" EAST, 60.74 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 22; THENCE SOUTH 89°32'02" WEST ALONG SAID SOUTH BOUNDARY AND THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1116.97 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH 00°30'34" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 661.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°33'57" EAST ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 663.17 FEET TO THE NORTHEAST CORNER THEREOF AND THE AFOREMENTIONED WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°31'43" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 652.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 28.376 ACRES, MORE OR LESS.

And a portion of the following parcel:

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SE ¼ OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 852, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE ¼ OF SAID SECTION 16; THENCE ALONG THE EAST LINE OF THE SE ¼ OF SAID SECTION 16, S00°03'10"E, A DISTANCE OF 1208.78 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH PUBLIC RIGHT OF WAY PER OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S89°41'25"W, A DISTANCE OF 1094.25 FEET; 2) S00°18'35"E, A DISTANCE OF 32.00 FEET; 3) S89°41'25"W, A DISTANCE OF 673.85 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°41'25"W, A DISTANCE OF 145.00 FEET TO THE EAST LINE OF PARCEL 227 PART B AS DESCRIBED IN OFFICIAL RECORDS BOOK 7777, PAGE 1349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N00°18'35"W, A DISTANCE OF 31.80 FEET; 2) N24°38'58"W, A DISTANCE OF 241.81 TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6637, PAGE 1179, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, N89°45'05"E, A DISTANCE OF 220.00 FEET; THENCE LEAVING SAID SOUTH LINE, S00°13'47"E, A DISTANCE OF 226.88 FEET; THENCE S45°17'07"E, A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,560 SQUARE FEET (0.954 ACRES) OF LAND, MORE OR LESS.

SECTION VII

Confirmed that I will resign as District Engineer for the Astoria CDD on 4/13/22.

Thanks,

John R. Bannon, P.E.

Wood & Associates Engineering, LLC
1925 Bartow Road, Suite 100 ♦ Lakeland, FL 33801
OFFICE: (863) 940-2040 ♦ FAX: (863) 940-2044
MOBILE: (863) 207-5155
EMAIL: john@woodcivil.com

SECTION VIII

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Astonia Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, pursuant to Section 190.011, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

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

SECTION 1. Hunter Engineering, Inc., is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until revoked by the District.

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

PASSED AND ADOPTED this 13th day of April 2022

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Interim District Engineer Fee Agreement

SECTION IX

INTERIM DISTRICT ENGINEERING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 13th day of April, 2022, by and between:

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

HUNTER ENGINEERING, INC, a Florida corporation providing professional engineering services, having a mailing address of 4900 Dundee Road, Winter Haven, FL 33884 (“**Engineer**” and, together with the District, “**Parties**”)

RECITALS

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

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

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

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

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

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

SECTION 2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

- A.** Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors (“Board”);
- B.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C.** Any other items requested by the Board.

SECTION 3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement;
- B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

SECTION 4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District (“Work Authorization”). The Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific Work Authorization.

SECTION 6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

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

SECTION 7. TERM OF AGREEMENT. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

SECTION 8. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

SECTION 9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

SECTION 10. OWNERSHIP OF DOCUMENTS.

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

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

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

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor’s(s’) methods of determining prices, or over competitive

bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

SECTION 14. INSURANCE. Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

SECTION 18. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

SECTION 19. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2018), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 20. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not

disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is Jill Burns.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 21. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Astonia Community
Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Engineer: Hunter Engineering, Inc.
4900 Dundee Road
Winter Haven, Florida 33884
Attn: Bryan A. Hunter, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the 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 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.

SECTION 22. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

SECTION 23. CONTROLLING LAW. The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 24. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

SECTION 25. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

SECTION 26. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 27. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

SECTION 28. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

SECTION 29. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

SECTION 30. 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 intentionally left blank]

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

ATTEST:

ASTONIA COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

HUNTER ENGINEERING, INC.
a Florida corporation

Witness

By: _____
Its: _____

Exhibit A: Work Authorization Number 1

Exhibit B: Schedule of Rates

Exhibit A: Work Authorization Number 1

April 13, 2022

Subject: **Work Authorization Number 1**

**Astoria Community Development District
Polk County, Florida**

Dear Chairperson, Board of Supervisors:

Hunter Engineering, Inc. is pleased to submit this work authorization to provide interim engineering services for the Astoria Community Development District (the "District"). We will provide these services pursuant to our current agreement dated April 13, 2022 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage the services of Hunter Engineering, Inc. as the Interim Engineer to prepare an Engineer's Report to support the District's bond issuances and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds. Engineer's Report will include a description of the District services and the following associated exhibits will be prepared and included as part of the report: a map of the District boundary with existing potable water, sewer and reuse water service; a conceptual site plan within the District boundary; a map of the land use within the District boundary and surroundings area; a location map of the District; and a legal description of the District boundary.

II. Fees

The District will compensate Hunter Engineering, Inc. [a lump sum of _____ (\$ _____) OR by hourly rate presented in the Engineering Agreement]. The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

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

Thank you for considering Hunter Engineering, Inc.; we look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Astoria Community
Development District

By: Bryan A. Hunter, P.E.
Hunter Engineering, Inc.

Exhibit B
Schedule of Rates

EXHIBIT B
Rate Schedule

HOURLY RATE SCHEDULE BY CLASSIFICATION

1. Principal and Project Engineer	\$250.00
2. Project Manager	\$150.00
3. CADD Designer	\$100.00

DIRECT EXPENSES

1. 24"x36" Prints	\$ 2.50 per sheet
2. 30"x42" Prints	\$ 3.75 per sheet
3. Black & white Copies	\$ 0.14 per copy
4. Federal Express	Based on Cost + 10%
5. Mileage	\$ 0.56 per mile
6. Color Ink Jet Prints	
8.5"x11"	\$ 0.20 each
11"x17"	\$ 0.40 each
24"x36"	\$25.00 each
30"x42"	\$50.00 each

All direct expenses such as application fees, printing and copy costs, travel expenses, or subcontracted services such as soil borings, environmental consulting or traffic studies, if provided through Hunter Engineering, Inc., shall be paid for by the client at cost plus 10%. Payment terms are to be net 15 days. One and one half (1.5%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances, such as attorney fees, will be paid by the client. All taxes are the responsibility of the client in addition to fees charged by Hunter Engineering, Inc. All fees are subject to change without notice.

SECTION X

REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES FOR THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT

The Astonia Community Development District (“**District**”), located in Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Polk County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit two (2) copies of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on Tuesday, May 3, 2022** and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jill Burns, 219 E. Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524 (“**District Manager’s Office**”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. 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 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 aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest

bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jill Burns at jburns@gmscfl.com with e-mail copy to Roy Van Wyk at royv@kelawgroup.com.

District Manager

Publish on **Tuesday, April 19, 2022** (must be published at least 14 days prior to submittal deadline)

**ASTONIA
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION XI

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Astonia Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Polk County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of April 2022.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION XII



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2022 Data Sharing and Usage Agreement

ASTONIA CDD

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **ASTONIA CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be **protected as follows**:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

ASTONIA CDD

Signature: Marsha Faux

Signature: Jill Burns

Print: Marsha M. Faux CFA, ASA

Print: Jill Burns

Title: Polk County Property Appraiser

Title: District manager

Date: December 1, 2021

Date: 1/18/22

Please email the signed agreement to pataxroll@polk-county.net.

SECTION XIII

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 by and between the Astonia Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2022 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Astonia Community Development District.
3. The term of this Agreement shall commence on January 1, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Thursday, September 15, 2022**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2022 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED By:


Special District Representative

Jill Burns
Print name

District Manager
Title

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



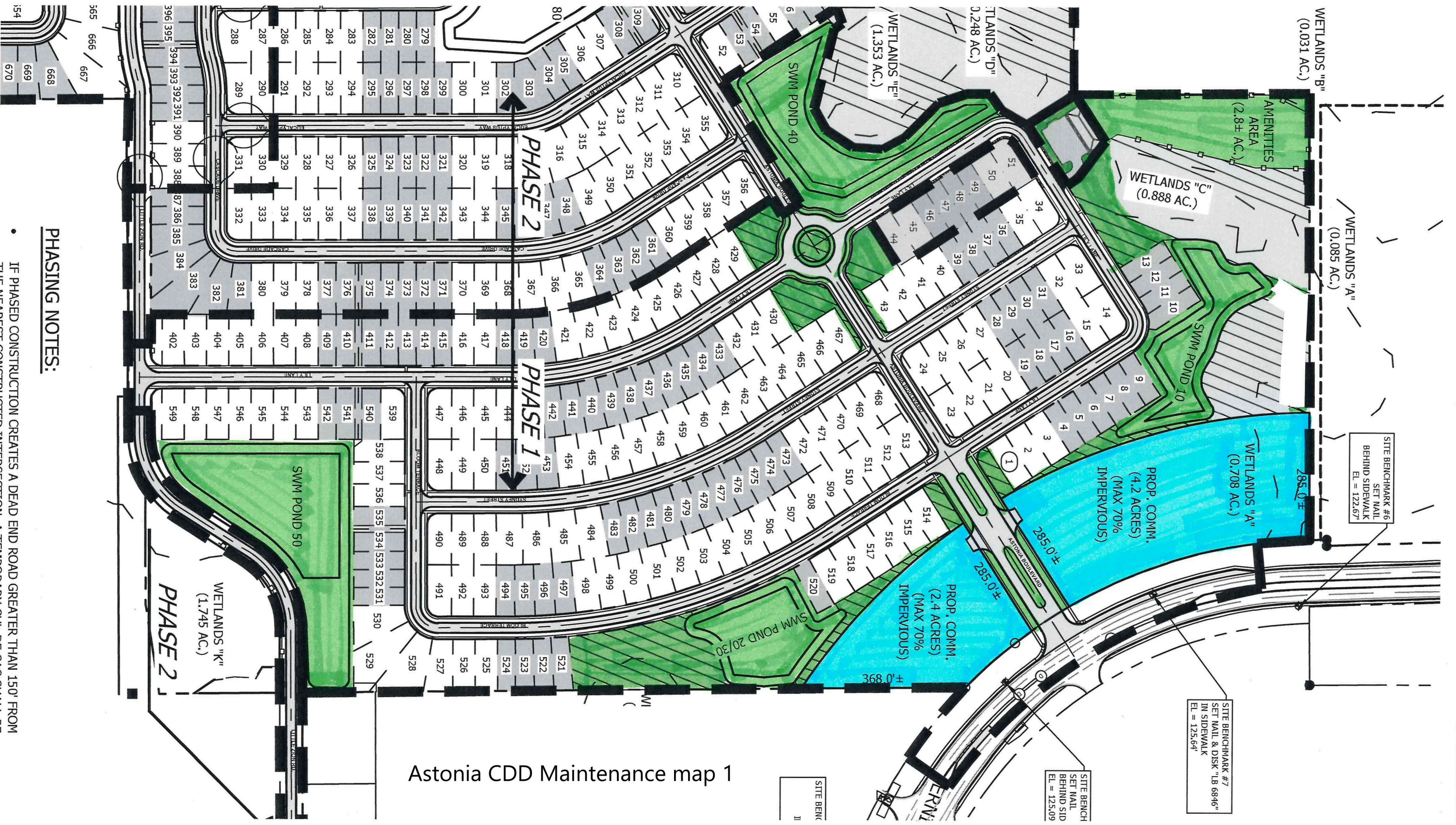
Marsha M. Faux, Property Appraiser

1/18/22
Date

SECTION XIV

SECTION C

SECTION 1



Astoria CDD Maintenance map 1

PHASING NOTES:

- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE AIRPORT CONSTRUCTION LIMITATION A TEMPORARY CURB OR WALL SHALL BE

SECTION (a)



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Astoria CDD Phase 1

% Clayton Smith
Government Management Services
219 E. Livingston St
Orlando, FL 33801

March 7, 2022

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$5,600	\$67,200
Bahia Fertilization Program (3x a year)	\$573	\$6,876
Shrub Fertilization Program	\$47	\$564
Monthly Irrigation Inspection	\$300	\$3,600
Total	\$6,520	\$78,240

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	50 Yards	\$55	\$2,750

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **24 times per year** consistent with **3 times per month May through October** and **2 time per month or as needed November through April**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

Irrigated Bahia areas shall be fertilized with a commercial grade fertilizer **3 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Weed, Insect, & Disease Control

Pre-Emergent herbicides will be used **2 times** per year between October 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floralawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's Top Choice or Chipco Choice that guarantee year-long ant control can be purchased outside the scope of this contract.

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palms will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$60.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

SECTION (b)



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of **October 1, 2021**, by and between **Astonia** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Astonia** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **Astonia** at the following location **Davenport** under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on **October 1, 2021**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A.MOWING OF TURF AREAS:

Mowing of all turf areas with a total of **41** visit per year. Weed-eating (line trimming) & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. BUSHOGGING & POND MOWING:

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

C. PRUNING & TRIMMING:

Palm Tree trimming **\$38.00 Per Palm**. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

D. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

E. HORTICULTURAL:

Shrubs- Shall be fertilized **4** times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

F. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of **TBD** annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4” pot.** (Billable)

G. MULCHING:

TBD cubic yards of “Small Pine-bark” mulch is to be spread at a rate of **\$48.00** per cubic yard. This service is variable and requires management approval. (Billable)

H. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly **12** times per year.. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or “Acts of God” can be completed upon request and shall be billed at actual time and materials.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to **Astonia**, and not an employee of **Astonia** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Astonia** for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless **Astonia** expenses, fees including attorney fees, costs, and judgments that may be asserted against **Astonia** that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Astoria and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

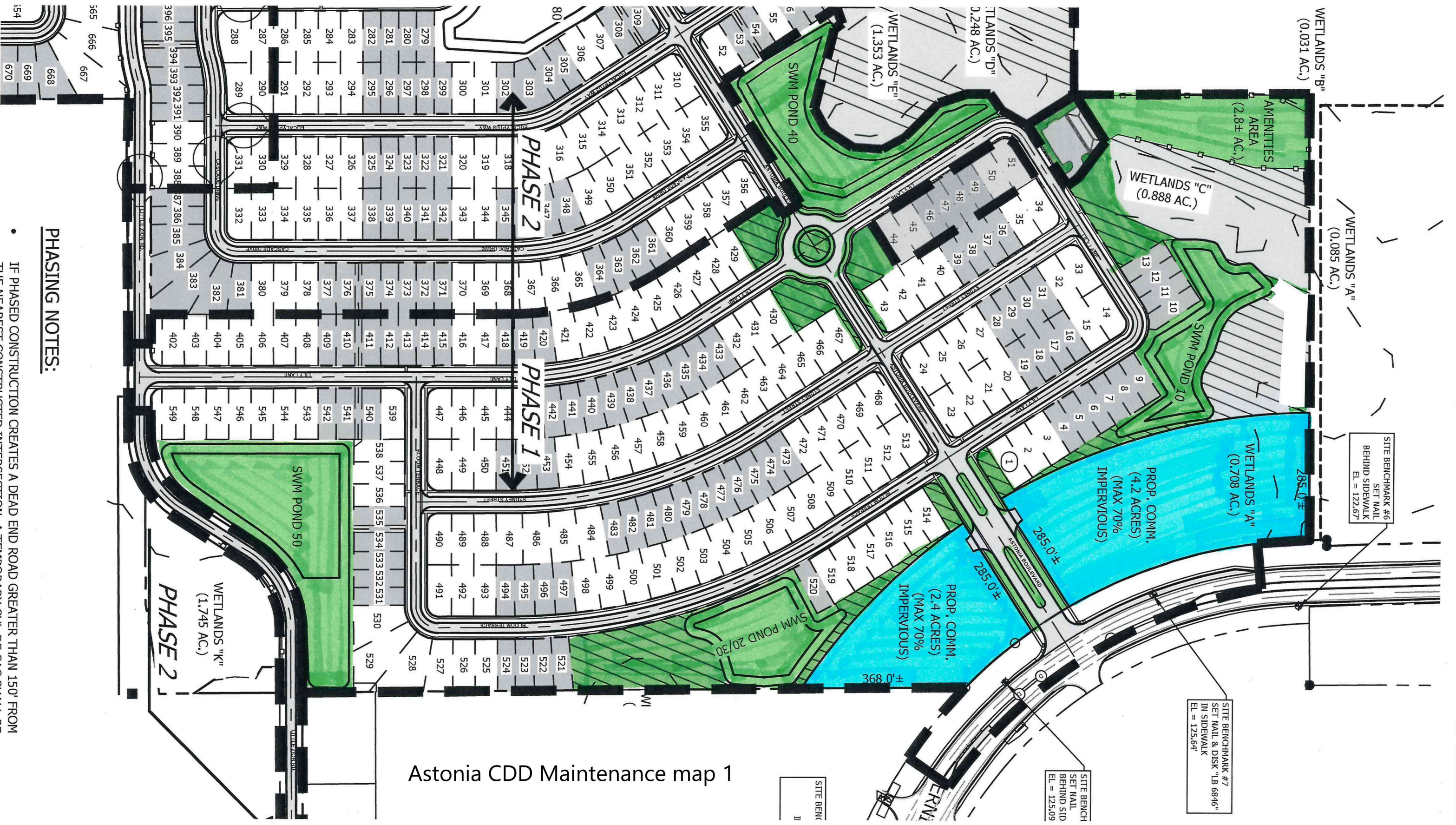
11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve (12) months, commencing on: **October 1, 2021**, and terminating on: **September 30, 2022**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$2,384.17) Two Thousand Three Hundred Eighty Four Dollars and Seventeen Cents** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$28,610.00) Twenty Eight Thousand Six Hundred Ten Dollars and Zero Cents.**

SECTION 2



Astoria CDD Maintenance map 1

PHASING NOTES:

- IF PHASED CONSTRUCTION CREATES A DEAD END ROAD GREATER THAN 150' FROM THE AIRPORT CONSTRUCTION LIMITATION A TEMPORARY CURB OR WALL SHALL BE

SITE BENCHMARK #6
SET MAIL
BEHIND SIDEWALK
EL = 122.67'

SITE BENCHMARK #7
SET MAIL & DISK "LB 6846"
IN SIDEWALK
EL = 125.64'

SITE BENCH
SET MAIL
BEHIND SID
EL = 125.09'

SITE BENC
II

WETLANDS "B"
(0.031 AC.)

WETLANDS "A"
(0.085 AC.)

WETLANDS "C"
(0.888 AC.)

WETLANDS "A"
(0.708 AC.)

WETLANDS "D"
(0.248 AC.)

WETLANDS "E"
(1.353 AC.)

PROP. COMM.
(4.2 ACRES)
(MAX 70%
IMPERVIOUS)

PROP. COMM.
(2.4 ACRES)
(MAX 70%
IMPERVIOUS)

AMENITIES
AREA
(2.8± AC.)

SWM POND 40

SWM POND 10

SWM POND 20/30

SWM POND 50

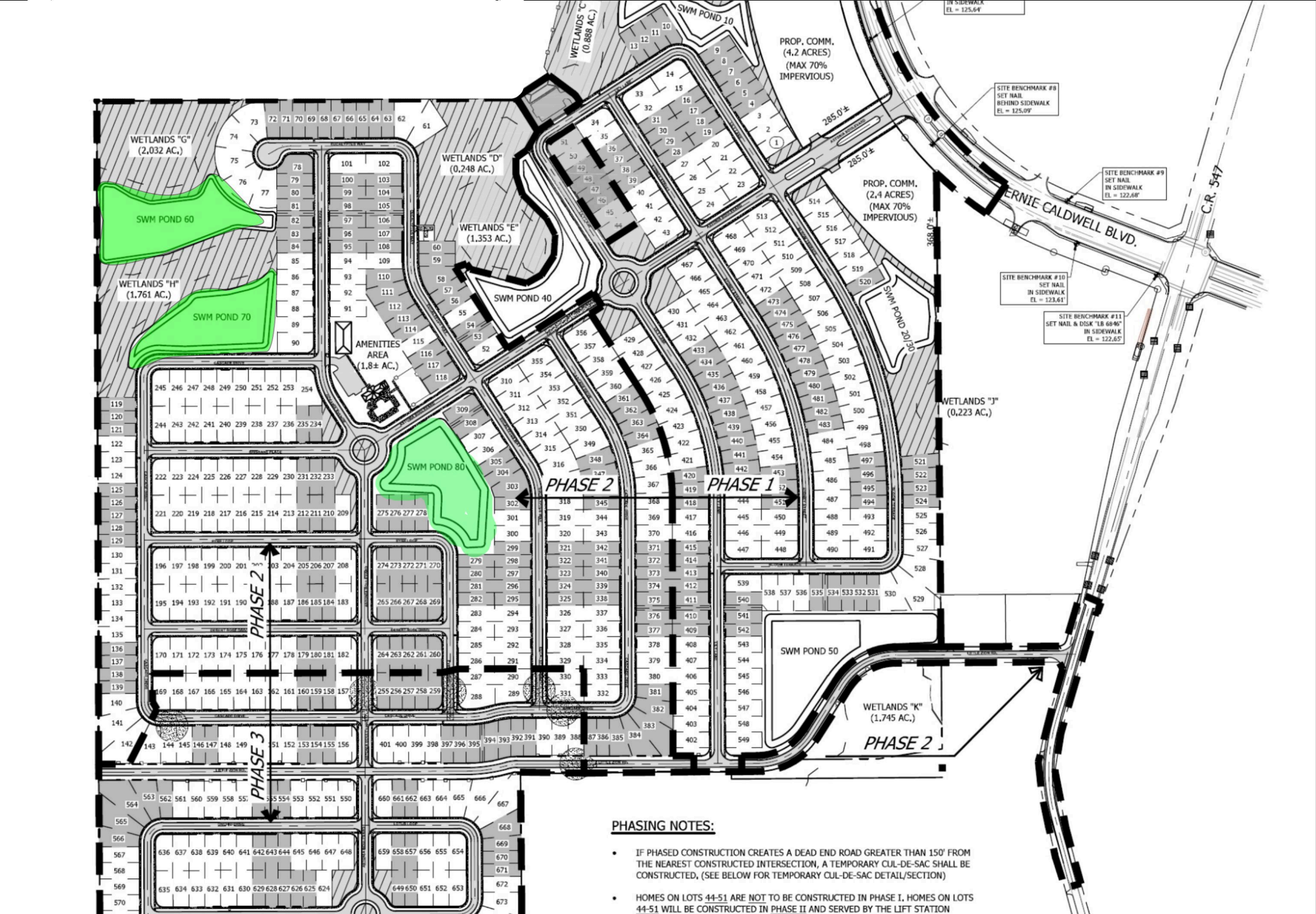
PHASE 2

PHASE 1

PHASE 2

WETLANDS "K"
(1.745 AC.)

Astoria CDD Maintenance Map 2



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

SECTION (a)

Aquatic Weed Management, Inc.
 P.O. Box 1259
 Haines City, FL 33845
 863-412-1919

Estimate

Date 3/3/2022
Estimate # 1086

Name / Address
Astonia CDD Governmental Management Services, Central 9145 Narcoossee Rd., Ste A206 Orlando, FL 32827

P.O. #
Terms

Due Date 3/2/2022
Other

Description	Qty	Rate	Total
<p>Monthly pond herbicide maintenance on 7 ponds. Services include treatments for aquatic vegetation (emerged, algae and floating) within the ordinary high water level. Price also includes "reasonable" trash collection (meaning trash that can be reached from shore utilizing trash tongs).</p> <p>Priced as \$/treatment.</p> <p>Treatments for submersed species, if necessary, will be contracted separately on an as-needed basis.</p> <p>Reasonable trash collection does not include construction debris. A special assessment could be necessary from time to time.</p>		575.00	575.00
Subtotal			\$575.00
Sales Tax (0.0%)			\$0.00
Total			\$575.00

Thank you for your business!

waterweed1@aol.com

863-412-1919
 863-438-0087

SECTION (b)

SERVICES CONTRACT

CUSTOMER NAME: Astonia CDD

SUBMITTED TO: Clayton Smith

CONTRACT EFFECTIVE DATE: March 1st, 2022, through February 28th, 2023

SUBMITTED BY: Jason Jaszczak

SERVICES: Annual Lake Maintenance Contract

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$6,962.40**. SOLitude shall invoice Customer **\$580.20 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

14. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

15. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Astonia CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Annual contract for seven (7) ponds. Below is the list of what is included within the contract. Pond 50 - 1,548 perimeter feet and 1.75 acres. Pond 20/30 - 871 perimeter feet and .89 acres. Pond 10 - 1,160 perimeter feet and .68 acres. Pond 40 - 1,540 perimeter feet and .91 acres. Pond 60 - 1,402 perimeter feet and 1.47 acres. Pond 70 - 1,114 perimeter feet and 1.17 acres. Pond 80 - 1,068 Perimeter feet and 1.22 acres. See map below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

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physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

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Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) times per month** basis. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as **needed** basis and based on the discretion of the technician. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.

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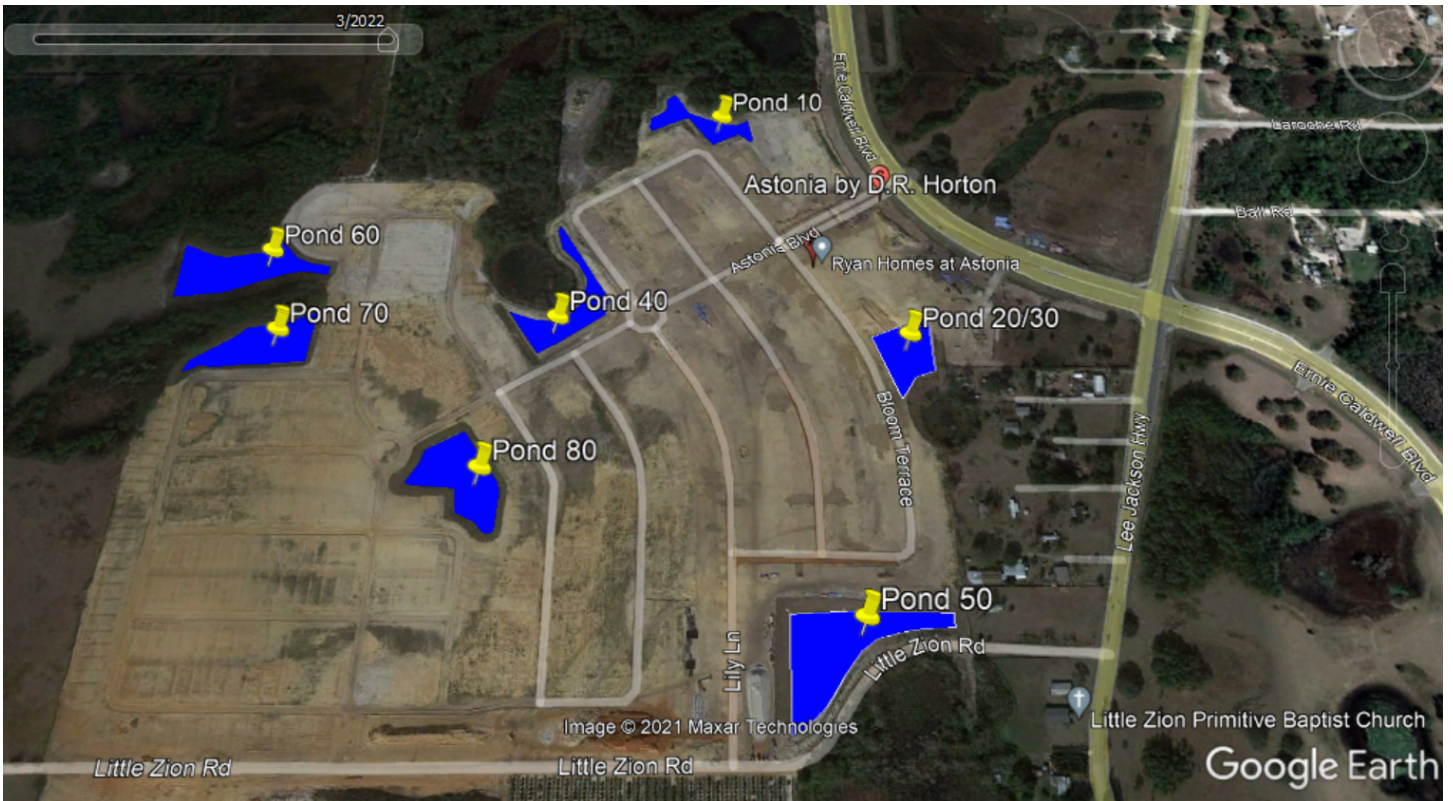


- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION (c)

Aquagenix

A DCS Company



Welcome to Aquagenix a DeAngelo Contracting Services Family. Let's take an opportunity to tell you about Aquagenix and what we offer. The programs Aquagenix has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of Aquagenix Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat
- * Post Treatment Reports providing details of work we performed.

Additional service available from Aquagenix:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas.
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with Aquagenix under DCS:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS d.b.a. Aquagenix will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways Aquagenix will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Mark H. [unclear]'. The signature is written in a cursive style.

The team at Aquagenix, Orlando

ORLANDO BRANCH OFFICE

1408 Hamlin Ave., Suite C | St Cloud, FL 34771 | Phone 407-579-9204

www.DeAngeloContractingServices.com

AQUAGENIX AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated April 7, 2022, is made between DCS d.b.a. Aquagenix and "CUSTOMER" as described as follows:

Astoria CDD

c/o GMS - CFL

219 E. Livingston Street

Orlando, FL 32801

Contact: Marshall Tindall – P: (407) 841-5524 – E: mtindall@gmscfl.com

**** Site Location ****

613 Bloom Terrace

Davenport, FL 33837

Both CUSTOMER and Aquagenix agree to the following:

1. Site Locations:

Aquagenix will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

2. Contract Services: CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services:

- Perform one monthly inspection of stormwater ponds with treatments as needed to control nuisance/exotic vegetation, algae and shoreline grasses or aquatic weeds.
- Border grass and brush control to waters edge.
- Trash removal along borders of lakes during regular scheduled maintenance.
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Aquatic consulting.
- Management reporting.
- Yearly site review of aquatic & stormwater systems
- Submersed aquatic vegetation treatments performed on a separate work order basis.
- Abide by Florida BMPs for aquatic vegetation treatment and management.

Annual Program Investment **\$8,864.40**

That will be invoiced at the end of each month at **\$738.70**

We will perform 12 inspections per year. Treatments are completed as necessary and will follow Florida Best Management Practices for management and control of aquatic vegetation and algae.

Scheduled Site Visits Per Month

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

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3. Contract terms:

The term of this Agreement shall start on March 2022 for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by Aquagenix as outlined in Paragraph 11.

5. Safety:

Aquagenix agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

6. Insurance:

DCS d.b.a. Aquagenix agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

7. Address Change:

If Aquagenix or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

8. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify Aquagenix of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

9. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay DCS d.b.a. Aquagenix within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

10. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services d.b.a. Aquagenix may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

11. Termination Procedure:

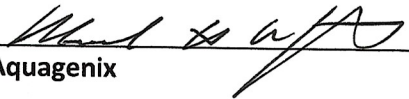
This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS d.b.a. Aquagenix, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

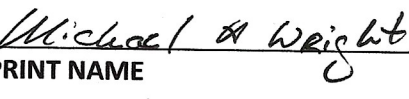
12. OTHER ITEMS: - This is the area to add specific definitive language for the contract and define specific areas that are not covered under the contract.

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying Aquagenix in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. Aquagenix may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. Aquagenix, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services d.b.a. Aquagenix harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services d.b.a. Aquagenix harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of Aquagenix.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services d.b.a. Aquagenix and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.


Aquagenix


PRINT NAME

4/7/2022
DATE

CUSTOMER

PRINT NAME

DATE

The offer contained in this Agreement is valid for sixty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

Waterway Survey Chart

4/7/22

Customer Name Astonia CDD

Inspection Date	Waterway Number	Average Depth (In Feet)	Surface Cover (In Acres)	Perimeter (Linear Feet)
4/1/2022	Lake 1	4.00	1.00	950
4/1/2022	Lake 2	4.00	2.45	1700
4/1/2022	Lake 3	4.00	1.80	1798
4/1/2022	Lake 4	4.00	1.15	1340
4/1/2022	Lake 5	4.00	1.30	1164
4/1/2022	Lake 6	4.00	1.76	1473
4/1/2022	Lake 7	4.00	2.00	1237

7 Waterways for Astonia CDD 4.00 11.46 9,662

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SECTION D

SECTION 1

Astoria
Community Development District

Summary of Invoices

October 08,2021 through February 28, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	10/8/21	45	\$ 6,248.19
	10/19/21	46-48	\$ 7,735.06
	10/20/21	49	\$ 3,862.19
	11/3/21	50-52	\$ 1,665.00
	11/12/21	53-55	\$ 5,929.70
	11/19/21	56-57	\$ 2,158.47
	12/1/21	58	\$ 4,634.47
	12/8/21	59-60	\$ 2,898.23
	1/11/22	61-67	\$ 19,167.36
	1/14/22	68-70	\$ 5,852.08
	1/20/22	71-72	\$ 6,290.00
	1/31/22	73	\$ 280.00
	2/1/22	74	\$ 170,464.35
	2/14/22	75-76	\$ 4,089.09
Total			\$ 241,274.19

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/08/21	00011	9/06/21	164	202108	310	51300	31500		GEN.COUNSEL/MTHLY MEETING	*	5,901.49		
10/05/21		364		202109	310	51300	31500		GEN.COUNSEL/MTHLY MEETING	*	346.70		
KE LAW GROUP, PLLC												6,248.19	000045
10/19/21	00004	10/01/21	85505	202110	310	51300	54000		SPECIAL DISTRICT FEE FY22	*	175.00		
DEPARTMENT OF ECONOMIC OPPORTUNITY												175.00	000046
10/19/21	00012	10/11/21	4651869	202110	300	15500	10000		ANNUAL CDD FEE - FY 22	*	2,342.81		
10/11/21		4651870		202110	300	15500	10000		ANNUAL CDD FEE - FY22	*	1,347.25		
POLK COUNTY PROPERTY APPRAISER												3,690.06	000047
10/19/21	00010	8/19/21	4323	202108	320	53800	46200		ONE TIME MOW-COMMON AREAS	*	1,290.00		
9/11/21		4480		202109	320	53800	46200		ONE TIME MOW-COMMON AREAS	*	1,290.00		
9/24/21		4615		202109	320	53800	46200		ONE TIME MOW-COMMON AREAS	*	1,290.00		
PRINCE & SONS INC.												3,870.00	000048
10/20/21	00001	10/01/21	29	202110	310	51300	34000		MANAGEMENT FEES OCT 21	*	3,004.17		
10/01/21		29		202110	310	51300	35100		WEBSITE ADMIN OCT 21	*	100.00		
10/01/21		29		202110	310	51300	35200		INFO TECHNOLOGY OCT 21	*	150.00		
10/01/21		29		202110	310	51300	31300		DISSEMINATION OCT 21	*	583.33		
10/01/21		29		202110	310	51300	51000		OFFICE SUPPLIES	*	.12		
10/01/21		29		202110	310	51300	42000		POSTAGE	*	24.57		
GOVERNMENTAL MANAGEMENT SERVICES-												3,862.19	000049
11/03/21	00013	11/27/21	11272021	202111	320	53800	43000		DEP-POLK CTY UTILITY APPL	*	555.00		
POLK COUNTY UTILITIES												555.00	000050
11/03/21	00013	11/27/21	11272021	202111	320	53800	43000		DEP-POLK CTY UTILITY APPL	*	555.00		
POLK COUNTY UTILITIES												555.00	000051

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/03/21	00013	11/27/21	11272021	202111	320	53800	43000		DEP-POLK CTY UTILITY APPL	*	555.00		
									POLK COUNTY UTILITIES			555.00	000052
11/12/21	00014	10/25/21	72141 34	202110	320	53800	43100		000 ERNIE CALDWELL BLVD	*	785.00		
									DUKE ENERGY			785.00	000053
11/12/21	00001	11/01/21	30	202111	310	51300	34000		MANAGEMENT FEES NOV 21	*	3,004.17		
		11/01/21	30	202111	310	51300	35100		WEBSITE ADMIN NOV 21	*	100.00		
		11/01/21	30	202111	310	51300	35200		INFO TECHNOLOGY NOV 21	*	150.00		
		11/01/21	30	202111	310	51300	31300		DISSEMINATION NOV 21	*	583.33		
		11/01/21	30	202111	310	51300	51000		OFFICE SUPPLIES	*	2.50		
		11/01/21	30	202111	310	51300	42500		COPIES	*	14.70		
									GOVERNMENTAL MANAGEMENT SERVICES-			3,854.70	000054
11/12/21	00010	10/08/21	4670	202110	320	53800	46200		ONE TIME MOW - COMM AREAS	*	1,290.00		
									PRINCE & SONS INC.			1,290.00	000055
11/19/21	00011	11/12/21	667	202110	310	51300	31500		GEN.COUNSEL/MTHLY MEETING	*	1,832.75		
									KE LAW GROUP, PLLC			1,832.75	000056
11/19/21	00009	10/31/21	00041569	202110	310	51300	48000		NOT OF BOS MEETNG 10/6/21	*	325.72		
									CA FLORIDA HOLDINGS, LLC			325.72	000057
12/01/21	00013	11/17/21	393633-2	202110	320	53800	43000		OCT 21-POLK CO ELEC FINAL	*	4,634.47		
									POLK COUNTY UTILITIES			4,634.47	000058
12/08/21	00013	11/23/21	11232021	202111	320	53800	43000		POLK CTY UTILITY CHARGE	*	1,608.23		
									POLK COUNTY UTILITIES			1,608.23	000059
12/08/21	00010	11/12/21	4880	202111	320	53800	46200		ONE TIME MOW COMMON AREAS	*	1,290.00		
									PRINCE & SONS INC.			1,290.00	000060

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/11/22	00016	12/29/21	1	202112	310	51300	49000		DISCLOSURE SERVICES LLC	*	250.00	250.00	000061
1/11/22	00008	5/03/21	20893	202109	310	51300	32200		GRAU AND ASSOCIATES	*	1,000.00	1,000.00	000062
1/11/22	00001	12/01/21	31	202112	310	51300	34000		MANAGEMENT FEES DEC 21	*	3,004.17		
		12/01/21	31	202112	310	51300	35200		WEBSITE ADMIN DEC 21	*	100.00		
		12/01/21	31	202112	310	51300	35100		INFO TECHNOLOGY DEC 21	*	150.00		
		12/01/21	31	202112	310	51300	31300		DISSEMINATION DEC 21	*	583.33		
		12/01/21	31	202112	310	51300	51000		OFFICE SUPPLIES	*	.09		
		12/01/21	31	202112	310	51300	42000		POSTAGE	*	35.49		
		12/01/21	31	202112	310	51300	42500		COPIES	*	6.15		
									GOVERNMENTAL MANAGEMENT SERVICES-			3,879.23	000063
1/11/22	00011	12/06/21	779	202111	310	51300	31500		GEN COUNSEL/MTHLY MEETING	*	874.75		
									KE LAW GROUP, PLLC			874.75	000064
1/11/22	00013	12/27/21	12272021	202111	320	53800	43000		POLK CTY UTILTY 11/3-12/3	*	7,832.75		
									POLK COUNTY UTILITIES			7,832.75	000065
1/11/22	00010	12/10/21	5030	202112	320	53800	46200		ONE TIME MOW COMMON AREA	*	1,290.00		
									PRINCE & SONS INC.			1,290.00	000066
1/11/22	00015	10/25/21	6305454	202110	310	51300	32300		TRUSTEE FEE SERIES 2020	*	4,040.63		
									U.S. BANK			4,040.63	000067
1/14/22	00001	1/01/22	32	202201	310	51300	34000		MANAGEMENT FEES JAN 22	*	3,004.17		
		1/01/22	32	202201	310	51300	35100		WEBSITE ADMIN JAN 22	*	100.00		
		1/01/22	32	202201	310	51300	35200		INFO TECHNOLOGY JAN 22	*	150.00		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/01/22	32		202201 310-51300-31300				DISSEMINATION JAN 22	*	583.33		
1/01/22	32		202201 310-51300-51000				OFFICE SUPPLIES	*	.06		
1/01/22	32		202201 310-51300-42000				POSTAGE	*	7.07		
GOVERNMENTAL MANAGEMENT SERVICES-										3,844.63	000068
1/14/22	00011	1/11/22	1078	202112	310-51300-31500		GENERAL COUNSEL - DEC 21	*	444.50		
KE LAW GROUP, PLLC										444.50	000069
1/14/22	00010	10/22/21	4720	202110	320-53800-46200		ONE TIME MOW COMMON AREAS	*	1,290.00		
		12/21/21	5103	202112	320-53800-47300		REPAIR BROKEN HEAD/NOZZLE	*	272.95		
PRINCE & SONS INC.										1,562.95	000070
1/20/22	00001	9/17/21	28	202110	310-51300-31700		ASSESSMENT ROLL CERT FY22	*	5,000.00		
GOVERNMENTAL MANAGEMENT SERVICES-										5,000.00	000071
1/20/22	00010	1/10/22	5252	202201	320-53800-46200		ONE TIME MOW COMMON AREAS	*	1,290.00		
PRINCE & SONS INC.										1,290.00	000072
1/31/22	00017	9/10/21	1203	202107	310-51300-31100		ENGINEERS REPORT JULY21	*	280.00		
WOOD & ASSOCIATES ENGINEERING LLC										280.00	000073
2/01/22	00018	1/31/22	01312022	202201	300-20700-10000		TRNSF OF TAX RCPTS - S20	*	170,464.35		
ASTONIA CDD/US BANK										170,464.35	000074
2/14/22	00001	2/01/22	33	202202	310-51300-34000		MANAGEMENT FEES - FEB 22	*	3,004.17		
		2/01/22	33	202202	310-51300-35100		WEBSITE MANAGEMENT-FEB 22	*	100.00		
		2/01/22	33	202202	310-51300-35200		INFORMATION TECH - FEB 22	*	150.00		
		2/01/22	33	202202	310-51300-31300		DISSEMINATION SVCS-FEB 22	*	583.33		
		2/01/22	33	202202	310-51300-51000		OFFICE SUPPLIES	*	.27		
		2/01/22	33	202202	310-51300-42000		POSTAGE	*	4.77		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/01/22		33	COPIES	202202	310-	51300-	42500			*	1.05		

GOVERNMENTAL MANAGEMENT SERVICES-												3,843.59	000075
2/14/22	00011	2/09/22	1237 GENERAL	202201	310-	51300-	31500			*	245.50		

KE LAW GROUP, PLLC												245.50	000076
2/25/22	00013	2/25/22	02252022 AUTOPAY CHECK	202202	320-	53800-	43000			*	.01		
		2/25/22	02252022 AUTOPAY CHECK	202202	320-	53800-	43000			V	.01-		

POLK COUNTY UTILITIES												.00	000077

TOTAL FOR BANK A											241,274.19		
TOTAL FOR REGISTER											241,274.19		

SECTION 2

Astonia
Community Development District

Unaudited Financial Reporting
February 28, 2022



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Astoria
Community Development District
Combined Balance Sheet
February 28, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Operating Account	\$ 185,492	\$ -	\$ -	\$ 185,492
Due from Other	\$ 2,343			
<u>Investments:</u>				
<u>Series 2020</u>				
Reserve	\$ -	\$ 220,403	\$ -	\$ 220,403
Revenue	\$ -	\$ 174,323	\$ -	\$ 174,323
Prepayment	\$ -	\$ 4,076	\$ -	\$ 4,076
Construction	\$ -	\$ -	\$ 16	\$ 16
<u>Series 2021 A2</u>				
Reserve	\$ -	\$ 558,040	\$ -	\$ 558,040
Interest	\$ -	\$ 176,660	\$ -	\$ 176,660
Revenue	\$ -	\$ 25	\$ -	\$ 25
Construction	\$ -	\$ -	\$ 3,651,248	\$ 3,651,248
Cost of Issuance	\$ -	\$ -	\$ 5,890	\$ 5,890
<u>Series 2021 North Parcel</u>				
Reserve	\$ -	\$ 395,373	\$ -	\$ 395,373
Revenue	\$ -	\$ 14	\$ -	\$ 14
Construction	\$ -	\$ -	\$ 3	\$ 3
Cost of Issuance	\$ -	\$ -	\$ 4,187	\$ 4,187
Due From General Fund	\$ -	\$ 48,026	\$ -	\$ 48,026
Total Assets	\$ 187,835	\$ 1,576,940	\$ 3,661,344	\$ 5,426,119
Liabilities:				
Accounts Payable	\$ 230	\$ -	\$ -	\$ 230
Retainage Payable	\$ -	\$ -	\$ 79,282	\$ 79,282
Due To Debt Service	\$ 48,026	\$ -	\$ -	\$ 48,026
Due to General Fund	\$ -	\$ 2,343	\$ -	\$ 2,343
Due to Other	\$ 6,250	\$ -	\$ -	\$ 6,250
Total Liabilities	\$ 54,506	\$ 2,343	\$ 79,282	\$ 136,132
Fund Balances:				
Restricted for:				
Debt Service	\$ -	\$ 1,574,597	\$ -	\$ 1,574,597
Capital Projects	\$ -	\$ -	\$ 3,582,062	\$ 3,582,062
Unassigned	\$ 133,328	\$ -	\$ -	\$ 133,328
Total Fund Balances	\$ 133,328	\$ 1,574,597	\$ 3,582,062	\$ 5,289,987
Total Liabilities & Fund Balance	\$ 187,835	\$ 1,576,940	\$ 3,661,344	\$ 5,426,119

Astonia

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
Revenues				
Assesments - Tax Roll	\$ 128,782	\$ 124,297	\$ 124,297	\$ -
Assesments - Lots Closing	\$ -	\$ -	\$ 2,700	\$ 2,700
Developer Contributions	\$ 196,863	\$ 25,000	\$ 25,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 5,598	\$ 5,598
Total Revenues	\$ 325,645	\$ 149,297	\$ 157,596	\$ 8,298
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Engineering	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Attorney	\$ 25,000	\$ 10,417	\$ 3,628	\$ 6,789
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,300	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 2,917	\$ 2,917	\$ 0
Trustee Fees	\$ 7,000	\$ 4,041	\$ 4,041	\$ -
Management Fees	\$ 36,050	\$ 15,021	\$ 15,021	\$ (0)
Website Administration	\$ 1,200	\$ 500	\$ 550	\$ (50)
Information Technology	\$ 1,800	\$ 750	\$ 700	\$ 50
Telephone	\$ 150	\$ 63	\$ -	\$ 63
Postage & Delivery	\$ 500	\$ 208	\$ 72	\$ 136
Insurance	\$ 5,500	\$ 5,500	\$ 5,175	\$ 325
Printing & Binding	\$ 500	\$ 208	\$ 22	\$ 186
Legal Advertising	\$ 10,000	\$ 4,167	\$ 326	\$ 3,841
Contingency	\$ 2,000	\$ 833	\$ 441	\$ 392
Office Supplies	\$ 450	\$ 188	\$ 3	\$ 184
Travel Per Diem	\$ 660	\$ 275	\$ -	\$ 275
Dues, Licenses & Subscriptions	\$ 175	\$ 73	\$ 175	\$ (102)
Total General & Administrative:	\$ 136,285	\$ 61,409	\$ 38,069	\$ 23,340

Astoria

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
<i>Operations & Maintenance</i>				
<i>Field Expenditures</i>				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 15,000	\$ 6,250	\$ 6,250	\$ -
Landscape Maintenance	\$ 55,000	\$ 22,917	\$ 6,450	\$ 16,467
Landscape Replacement	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Lake Maintenance	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Streetlights	\$ 12,000	\$ 5,000	\$ 3,583	\$ 1,417
Electric	\$ 5,000	\$ 2,083	\$ 586	\$ 1,498
Water & Sewer	\$ 5,000	\$ 5,000	\$ 22,560	\$ (17,560)
Sidewalk & Asphalt Maintenance	\$ 500	\$ 208	\$ -	\$ 208
Irrigation Repairs	\$ 5,000	\$ 2,083	\$ 273	\$ 1,810
General Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Contingency	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Subtotal Field Expenditures	\$ 145,000	\$ 61,250	\$ 39,702	\$ 21,548
<i>Amenity Expenses</i>				
Amenity - Electric	\$ 7,200	\$ 3,000	\$ -	\$ 3,000
Amenity - Water	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Playground Lease	\$ 7,000	\$ 2,917	\$ -	\$ 2,917
Internet	\$ 1,500	\$ 625	\$ -	\$ 625
Pest Control	\$ 360	\$ 150	\$ -	\$ 150
Janitorial Service	\$ 2,700	\$ 1,125	\$ -	\$ 1,125
Security Services	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Pool Maintenance	\$ 8,100	\$ 3,375	\$ -	\$ 3,375
Amenity Repairs & Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Contingency	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Subtotal Amenity Expenditures	\$ 44,360	\$ 18,483	\$ -	\$ 18,483
Total Expenditures	\$ 325,645	\$ 141,143	\$ 77,771	\$ 63,372
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 79,825	
Fund Balance - Beginning	\$ -		\$ 53,503	
Fund Balance - Ending	\$ -		\$ 133,328	

Astonia

Community Development District

Debt Service Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
Revenues				
Assessments - Tax Roll	\$ 220,403	\$ 165,877	\$ 216,148	\$ 50,271
Assessments - Direct	\$ -	\$ -	\$ 34,233	\$ 34,233
Assessments - Prepayment	\$ -	\$ -	\$ 44,075	\$ 44,075
Interest	\$ -	\$ -	\$ 7	\$ 7
Total Revenues	\$ 220,403	\$ 165,877	\$ 294,463	\$ 128,586
Expenditures:				
Interest Payment - 11/1	\$ 73,366	\$ 73,366	\$ 73,758	\$ (392)
Special Call - 02/01	\$ -	\$ -	\$ 40,000	\$ (40,000)
Principal - 05/01	\$ 70,000	\$ -	\$ -	\$ -
Interest Payment - 05/1	\$ 73,366	\$ -	\$ -	\$ -
Total Expenditures	\$ 216,731	\$ 73,366	\$ 113,758	\$ (40,392)
Excess (Deficiency) of Revenues over Expenditures	\$ 3,672	\$ 92,511	\$ 180,706	\$ 168,978
Other Financing Sources/(Uses):				
Transfer In/Out	\$ -	\$ -	\$ (6)	\$ (6)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (6)	\$ (6)
Net Change in Fund Balance	\$ 3,672		\$ 180,700	
Fund Balance - Beginning	\$ 73,661		\$ 263,785	
Fund Balance - Ending	\$ 77,332		\$ 444,485	

Astonia
Community Development District
Debt Service Fund - Series 2021 A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Assessments - Direct	\$ 176,660	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 20	\$ 20
Total Revenues	\$ 176,660	\$ -	\$ 20	\$ 20
Expenditures:				
Interest Payment - 11/1	\$ 99,126	\$ 99,126	\$ 99,126	\$ 0
Interest Payment - 5/1	\$ 176,660	\$ -	\$ -	\$ -
Total Expenditures	\$ 275,786	\$ 99,126	\$ 99,126	\$ 0
Excess (Deficiency) of Revenues over Expenditures	\$ (99,126)		\$ (99,106)	
Fund Balance - Beginning	\$ 275,786		\$ 833,832	
Fund Balance - Ending	\$ 176,660		\$ 734,725	

Astonia
Community Development District
Debt Service Fund - Series 2021 North Parcel
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Assessments - Direct	\$ 390,873	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 11	\$ 11
Total Revenues	\$ 390,873	\$ -	\$ 11	\$ 11
Expenditures:				
Interest Payment - 11/1	\$ 69,489	\$ 69,489	\$ 69,489	\$ (0)
Principal - 05/01	\$ 145,000	\$ -	\$ -	\$ -
Interest Payment - 05/1	\$ 123,843	\$ -	\$ -	\$ -
Total Expenditures	\$ 338,332	\$ 69,489	\$ 69,489	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ 52,541	\$ (69,489)	\$ (69,479)	\$ 11
Fund Balance - Beginning	\$ 69,489		\$ 464,865	
Fund Balance - Ending	\$ 122,030		\$ 395,386	

Astonia
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Transfer In/Out	\$ -	\$ -	\$ 6	\$ 6
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 6	\$ 6
Net Change in Fund Balance	\$ -	\$ -	\$ 6	
Fund Balance - Beginning	\$ -		\$ (79,272)	
Fund Balance - Ending	\$ -		\$ (79,267)	

Astonia
Community Development District
Capital Projects Fund - Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 170	\$ 170
Total Revenues	\$ -	\$ -	\$ 170	\$ 170
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 3,952,880	\$ (3,952,880)
Total Expenditures	\$ -	\$ -	\$ 3,952,880	\$ (3,952,880)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (3,952,710)	
Fund Balance - Beginning	\$ -		\$ 7,609,848	
Fund Balance - Ending	\$ -		\$ 3,657,139	

Astoria
Community Development District
Capital Projects Fund - Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 56,353	\$ 56,353
Total Revenues	\$ -	\$ -	\$ 56,353	\$ 56,353
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 3,461,904	\$ (3,461,904)
Total Expenditures	\$ -	\$ -	\$ 3,461,904	\$ (3,461,904)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (3,405,551)	
Fund Balance - Beginning	\$ -		\$ 3,409,741	
Fund Balance - Ending	\$ -		\$ 4,190	

Astoria
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessment - Tax Roll	\$ -	\$ 4,078	\$ 89,963	\$ 2,638	\$ 27,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,297
Assessment - Lot Closings	\$ -	\$ 2,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700
Developer Contributions	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Boundary Amendment	\$ -	\$ -	\$ -	\$ -	\$ 5,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,598
Total Revenues	\$ -	\$ -	\$ 25,000	\$ -	\$ 5,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,596
Expenditures:													
Administrative													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,833	\$ 875	\$ 445	\$ 246	\$ 230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,628
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,917
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,021
Information Technology	\$ 150	\$ 150	\$ 100	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700
Website Maintenance	\$ 100	\$ 100	\$ 150	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 25	\$ -	\$ 35	\$ 7	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72
Insurance	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175
Printing & Binding	\$ -	\$ 15	\$ 6	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22
Legal Advertising	\$ 326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326
Contingency	\$ 30	\$ 35	\$ 296	\$ 41	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 441
Office Supplies	\$ 0	\$ 3	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 20,442	\$ 4,765	\$ 4,620	\$ 4,131	\$ 4,112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,069

Astoria
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<i>Operations & Maintenance</i>													
<i>Field Services</i>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,250
Landscape Maintenance	\$ 2,580	\$ 1,290	\$ 1,290	\$ -	\$ 1,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,450
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 785	\$ 613	\$ -	\$ 1,191	\$ 994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,583
Electric	\$ 586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 586
Water & Sewer	\$ 4,650	\$ 15,153	\$ -	\$ -	\$ 2,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,560
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ 273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Field Expenses	\$ 9,851	\$ 18,306	\$ 2,813	\$ 2,441	\$ 6,291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,702
<i>Amenity Expenses</i>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance	\$ 9,851	\$ 18,306	\$ 2,813	\$ 2,441	\$ 6,291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,702
Total Expenditures	\$ 30,292	\$ 23,071	\$ 7,433	\$ 6,572	\$ 10,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,771
Excess Revenues (Expenditures)	\$ (30,292)	\$ (23,071)	\$ 17,567	\$ (6,572)	\$ (4,805)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,825

Astonia
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Net	\$	125,294.25	\$	217,881.33	\$	343,175.58
Gross	\$	134,725.00	\$	234,281.00	\$	369,006.00

TOTAL ASSESSMENT LEVY

ASSESSED THROUGH COUNTY

36.51%	63.49%	100.00%
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DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	Property Appraisal	NET RECEIPTS	O&M Portion	S2020 DSF Portion	Total
11/19/21	11/1-11/7/21	\$9,805.07	(188.26)	(392.20)	\$0.00	\$0.00	\$9,224.61	\$3,367.93	\$5,856.68	\$9,224.61
11/30/21	11/8-11/14/21	\$2,068.49	(39.72)	(82.74)	\$0.00	\$0.00	\$1,946.03	\$710.50	\$1,235.53	\$1,946.03
12/14/21	11/15-11/23/21	\$148,419.50	(2,849.66)	(5,936.75)	\$0.00	\$0.00	\$139,633.09	\$50,980.39	\$88,652.70	\$139,633.09
12/31/21	12/01-12/15/21	\$117,392.15	(2,254.34)	(4,674.97)	\$0.00	\$0.00	\$110,462.84	\$40,330.26	\$70,132.58	\$110,462.84
10/11/21	Inv#4651869	\$0.00	0.00	0.00	\$0.00	(\$2,342.81)	(\$2,342.81)	(\$855.37)	(\$1,487.44)	(\$2,342.81)
10/11/21	Inv#4651870	\$0.00	0.00	0.00	\$0.00	(\$1,347.25)	(\$1,347.25)	(\$491.88)	(\$855.37)	(\$1,347.25)
01/18/22	12/16-12/31/21	\$7,600.00	(147.44)	(\$228.00)	\$0.00	\$0.00	\$7,224.56	\$2,637.70	\$4,586.86	\$7,224.56
02/18/22	01/01/22-01/31/22	\$80,271.20	(1,543.76)	(\$3,083.09)	\$0.00	\$0.00	\$75,644.35	\$27,617.94	\$48,026.41	\$75,644.35
TOTAL		\$365,556.41	(\$7,023.18)	(\$14,397.75)	\$0.00		\$340,445.42	\$124,297.47	\$216,147.95	\$340,445.42

99%	Gross Percent Collected
\$ 2,730.16	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Ernie Caldwell Properties, LLC 2022-01		Astonia North LLC	Net Assessments	\$390,872.50	\$390,872.50
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Series 2021 Debt Service Fund
	11/1/21		\$195,436.25		
	2/1/22		\$97,718.13		
	5/1/22		\$97,718.13		
			\$ 390,872.51	\$ -	\$ -

Ernie Caldwell Properties, LLC 2022-02		Area Two	Net Assessments	\$176,660.00	\$176,660.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Series 2021 Debt Service Fund
	11/1/21		\$88,330.00		
	2/1/22		\$44,165.00		
	5/1/22		\$44,165.00		
			\$ 176,660.00	\$ -	\$ -

Ernie Caldwell Properties, LLC 2022-03		O&M on Roll Portion	Net Assessments	\$3,750.00	\$3,750.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operation & Maintenance
	11/1/21		\$3,750.00		
			\$ 3,750.00	\$ -	\$ -

Astonia
Community Development District
Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT BONDS	
INTEREST RATES:	2.750%, 3.375%, 4.000%
MATURITY DATE:	5/1/2051
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$220,403
RESERVE FUND BALANCE	\$220,403
BONDS OUTSTANDING - 3/17/21	\$3,830,000
SPECIAL CALL - 02/01/22	(\$40,000)
CURRENT BONDS OUTSTANDING	\$3,790,000

SERIES 2021, SPECIAL ASSESSMENT BONDS	
INTEREST RATES:	2.50%, 3.20%, 3.75%, 4.00%
MATURITY DATE:	5/1/2051
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$382,500
RESERVE FUND BALANCE	\$382,500
BONDS OUTSTANDING - 3/17/21	\$6,760,000
CURRENT BONDS OUTSTANDING	\$6,760,000

SERIES 2021, SPECIAL ASSESSMENT BONDS	
INTEREST RATES:	2.50%, 3.20%, 3.75%, 4.00%
MATURITY DATE:	5/1/2051
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$382,500
RESERVE FUND BALANCE	\$0
BONDS OUTSTANDING - 3/17/21	\$6,760,000
CURRENT BONDS OUTSTANDING	\$6,760,000

SECTION 3

SECTION (a)

Requisition	Payee/Vendor	Amount
5	Atlantic TNG, LLC	\$ 43,130.00
6	Ferguson Waterworks	\$ 198,459.98
7	Tucker Paving, Inc.	\$ 910,237.06
8	KE Law Group	\$ 1,222.00
9	Onsight Industries, LLC	\$ 54,345.30
10	Tucker Paving, Inc.	\$ 302,759.09
11	Atlantic TNG, LLC	\$ 131,237.00
12	Signature Privacy Walls of Florida	\$ 18,650.00
13	Leading Edge Land Services, Inc.	\$ 2,844.25
14	Atlantic TNG, LLC	\$ 31,185.00
15	Tucker Paving, Inc.	\$ 9,544.19
16	Ovida Construction Group	\$ 17,534.61
17	Wood & Associates Engineering, LLC	\$ 680.00
18	Tucker Paving, Inc.	\$ 289,347.50
19	Atlantic TNG, LLC	\$ 10,094.00
20	Ferguson Waterworks	\$ 59,109.00
21	Ovida Construction Group	\$ 1,812.33
22	Ferguson Waterworks	\$ 285,307.59
23	Atlantic TNG, LLC	\$ 30,693.00
24	Tucker Paving, Inc.	\$ 708,975.98
25	Ernie Caldwell Properties, LLC	\$ 3,106.72
	TOTAL	\$ 3,110,274.60

SECTION (b)

Requisition	Payee/Vendor	Amount
26	Tucker Paving, Inc.	\$ 136,828.40
27	Tucker Paving, Inc.	\$ 754,092.14
28	Atlantic TNG, LLC	\$ 29,884.00
29	Forterra Pipe & Precast, LLC	\$ 103,177.44
30	Ferguson Waterworks	\$ 64,693.98
31	KE Law Group	\$ 347.50
32	Tucker Paving, Inc.	\$ 502,275.97
33	Forterra Pipe & Precast, LLC	\$ 2,052.00
34	Ferguson Waterworks	\$ 166,760.98
35	Atlantic TNG, LLC	\$ 60,531.00
36	Hunter Engineering, Inc.	\$ 1,625.00
37	Leading Edge Land Services, Inc.	\$ 2,041.25
38	Astonia North, LLC	\$ 619,410.03
39	Onsight Industries, LLC	\$ 40,719.00
40	KE Law Group	\$ 272.00
41	Ferguson Waterworks	\$ 39,181.46
42	Atlantic TNG, LLC	\$ 17,129.00
43	Tucker Paving, Inc.	\$ 727,254.46
	TOTAL	\$ 3,268,275.61