

*Astoria*  
*Community Development District*

*Meeting Agenda*

*March 5, 2024*

# AGENDA

# *Astonia*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

February 27, 2024

**Board of Supervisors  
Astonia  
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Astonia Community Development District** will be held **Tuesday, March 5, 2024, at 10:15 AM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/81658640015>

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

**Meeting ID:** 816 5864 0015

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the December 13, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2024-05 Ratifying Series 2024 Bonds
5. Consideration of Third Amended and Restated Disclosure of Public Financing
6. Ratification of Special Warranty Deeds for Phase 1, Phase 2, and Phase 3
7. Ratification of Pine Tree Trail Assignment Documents
8. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Addendum to Add Chateau at Astonia Area to Pond Maintenance Contract
    - ii. Consideration of Addendum to Add Chateau at Astonia Area to Landscape Maintenance Contract
  - D. District Manager's Report
    - i. Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Discussion Regarding April 10, 2024 Meeting Room Availability
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

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

# 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, **December 13, 2023** at 1:00 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott  
Halsey Carson  
Karen Ritchie

Chairman  
Vice Chairperson  
Assistant Secretary

Also present were:

Jeremy LeBrun  
Lauren Gentry  
Bryan Hunter *by Zoom*  
Allen Bailey

District Manager, GMS  
District Counsel, KVV Law  
District Engineer, Hunter Engineering  
Field Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. LeBrun called the meeting to order and called the roll. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. LeBrun opened up the public comment period and asked for any comments.

- Kevin Thompson (1740 Oceania Ave.) noted that when he purchased the home, he was told that there would be no on-street parking in the community and seems frustrated that the opposite is true and is concerned with the number of cars parked on the street.
- Jan Overcashier (247 Brave Rd.) followed up on the on-street parking issue.
- Clara Sandrin (1214 Fury St.) stated that she pays for a storage unit in order to park a car in the garage. She believes the problem may be a disconnect between the CDD and HOA and confusion on what falls under the CDD or the HOA umbrella.

- Pauline Sandrin (873 Daring Dr.) also commented on parking and stated that people are running businesses out of their homes which causes parking issues. She believes a lot of the problem comes from renters that do not obey any of the regulations.
- Fredricka Williams (1600 Eucalyptus Way) is also unhappy with the amount of parking on the street when they were told that there would be no street parking. She also complained about a residential house being used as an Airbnb.

**THIRD ORDER OF BUSINESS****Approval of Minutes of the November 8, 2023 Board of Supervisors Meeting**

Mr. LeBrun presented the minutes from the November 8, 2023 Board of Supervisors Meeting. Mr. LeBrun asked for any questions, comments, or corrections to the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the November 8, 2023 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Public Hearing**

Ms. Gentry gave a quick summary of the process of adopting parking and towing rules before Mr. LeBrun asked for a motion to open the public hearing. She noted that the proposed policy that establishes designated parking areas and all areas that are not designated would be considered a tow-away-zone on the streets. She also mentioned that they are not obligated to allow any street parking if that's the way they would like to go. Unless the policy is put into place, the District has no authority to tow in the neighborhood or enforce any kind of parking stipulations.

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

**A. Public Hearing on the Adoption of Parking and Towing Policies for the District****i. Discussion Regarding Parking Maps for Astonia and Astonia North Areas****a) Consideration of Proposal from GMS for Parking Signage Throughout the District**

The Board took public comments first and the residents gave their opinions on whether or not street-parking is permitted. Mr. Overcashier believes it should be decided by the individual

HOAs and suggested allowing the HOA to constructed parking areas in common areas that are not in use. Mr. Thomson asked if a vehicle is in a tow-away-zone, will a neighbor call a number to report the illegal parking? The Board member answered that the tow-away-zones is on a sign at the front entrances in the different communities with the designated parking areas and the residents do not call-in parking infractions, that it will be the responsibility of the CDD, and the agreement made with the towing company. If there is an issue, it will get directed to staff and they will contact the tow company to come and deal with it, so it does not have to be a resident against resident issue. One resident commented that she is worried that the sidewalks will be blocked and the residents with strollers or wheelchair users will not be able to access the sidewalks. Blockage of the sidewalks will not be covered under these parking policies. Discussion in the public hearing continued with concerned residents. For the record the audio via Zoom is nearly inaudible and those calling in were not able to hear clearly. Mr. Lebrun was able to fix the audio.

After all the residents were done with their comments, the Board continued discussion. Ms. Gentry noted if there was no more Board discussion then someone could motion to approve the proposed policy to adopt the resolution. Mr. LeBrun noted that the consideration from GMS for parking signage throughout the District was included for the Boards consideration. Mr. Bailey presented the proposal to the Board for the designated signage totaling \$15,856.61 for 96 signs throughout the District. This will be allocated towards a few different contingency line items within the budget.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Consideration of Parking Maps and Proposal from GMS for Parking Signage Throughout the District, was approved.
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**ii. Consideration of Resolution 2024-04 Adopting Parking and Towing Policies for the District**

Following, Ms. Gentry asked for a motion to formally adopt Resolution 2024-04.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2024-04 Adopting Parking and Towing Policies for the District, was approved.
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Mr. LeBrun asked for a motion to close the public hearing.

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

**FIFTH ORDER OF BUSINESS**

**Consideration of 2024 Data Sharing & Usage Agreement with Polk County Property Appraiser**

Mr. LeBrun stated that this agreement is a yearly agreement entered into with the County that says the District will not share any confidential information provided to the District.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the 2024 Data Sharing & Usage Agreement with Polk County Property Appraiser, was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Gentry had nothing further for the Board and offered to answer any questions the Board may have. Hearing no comments, the next item followed.

**B. Engineer**

There being no comments, the next item followed.

**C. Field Manager's Report**

Mr. Bailey presented the field manager's report that can be found in the agenda package. Completed items include:

- Solar light installation at the amenity and Astonia North mail kiosk.
- GMS cleaned Astonia ponds of debris and trash to mitigate buildup from construction.
- Irrigation repair for line in phase 2.
- The stormwater pond next to 877 Daring Dr. has had its sod installed and looks to be establishing.

In progress items include:

- The landscape in phase 2 and 3 is being monitored after extended periods of no irrigation.
  - Emergency repairs done by the landscaper appears to be revitalizing some areas.

**i. Discussion Regarding Signage Maps for Roundabouts Throughout the District**

**a) Consideration of Proposal from GMS for Roundabout Signage**

Mr. Bailey stated that he confirmed with the engineer that the signage could go on top and the planned proposed last time they met would work according to his guidelines. He then named all the street that would have street plates added to their current yield signs. The proposal is for the 18 street names, 11 yield signs, and 11 posts including labor totaling \$4,581.68. This item was tabled for now due to the \$15,000 they are about to pay for parking signage. Mr. LeBrun noted that some districts run lower than budgeted on certain line items where those savings can be reallocated at the end of the budget cycle. District staff will present those insights, if any, at the next Board meeting.

**ii. Consideration of Proposal from GMS to Add Dog Park and Dog Waste Stations to Phase 3 Dog Park**

Mr. Bailey presented the proposal for a dog park in phase 3. To put the dog park rules and add two waste stations totals \$1,130.93. Mr. Bailey noted that the money can come from the amenity contingency line item. The Board decided to table this item for now.

**iii. Consideration of Addendum from District Janitorial Maintenance Provider to Add Phase 3 Trash and Pet Stations Collection to Current Contract**

Lastly Mr. Bailey presented the proposal for janitorial maintenance for phase 3 trash cans and pet station collection to add to the current contract. This would add approximately \$200 a month. The Board asked to table this item for now since they tabled the other items too.

**D. District Manager's Report****i. Check Register**

Mr. LeBrun presented the check register totaling \$41,203.41 and offered to answer any questions for the Board. Hearing none, he asked for a motion of approval.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Check Register totaling \$41,203.41, was approved.

**ii. Balance Sheet & Income Statement**

Mr. LeBrun stated the financial statements through October 31<sup>st</sup> were included in the package for review. There was no action necessary from the Board.

**SEVENTH ORDER OF BUSINESS****Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS****Supervisor's Requests and Audience Comments**

Mr. LeBrun opened the meeting for questions from the audience. There being none, the next item followed.

**NINTH ORDER OF BUSINESS****Adjournment**

Mr. LeBrun adjourned the meeting.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2024-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$3,640,000 ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA FOUR PROJECT); PROVIDING A SEVERABILITY CLAUSE; 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*, located in Polk County, Florida; and

**WHEREAS**, the District previously adopted Resolution Nos. 2020-27, 2022-04, and 2024-01, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of \$3,640,000 Astonia Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Four Project) (the “**Assessment Area Four Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Assessment Area Four Project”; and

**WHEREAS**, the District closed on the issuance of the Assessment Area Four Bonds on January 30, 2024; and

**WHEREAS**, as prerequisites to the issuance of the Assessment Area Four Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Assessment Area Four Bonds.

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

**SECTION 1.** The issuance of the Assessment Area Four Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such



bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Assessment Area Four Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Assessment Area Four Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption. **PASSED AND ADOPTED** this 5th day of March 2024.

ATTEST:

**ASTONIA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

## SECTION V

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Astoria Community Development District  
c/o Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

**THIRD AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING<sup>1</sup> AND  
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>2</sup>**

**Astoria Community Development District**

Brent Elliott  
Chairperson

Milton Andrade  
Assistant Secretary

Halsey Carson  
Vice Chairperson

Karen Ritchie  
Assistant Secretary

Brian Walsh  
Assistant Secretary

Governmental Management Services – Central Florida, LLC  
District Manager  
219 East Livingston Street  
Orlando, Florida 32801  
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 East Livingston Street, Orlando, Florida 32801, and at the District's local records office at 346 East Central Avenue, Winter Haven, Florida 33880, and are available for public inspection upon request during normal business hours.

<sup>1</sup> This amends, supplements and restates the *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Astoria Community Development District*, recorded in the Official Records Book 11428, Pages 1760-1770, inclusive, of the Public Records of Polk County, Florida, the *Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Astoria Community Development District*, recorded in the Official Records Book 11968, Pages 1189-1204, inclusive, of the Public Records of Polk County, Florida, and the *Second Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Astoria Community Development District*, recorded in the Official Records Book 12775, Pages 0107-0122, inclusive, of the Public Records of Polk County, Florida

<sup>2</sup> This list reflects the composition of the Board of Supervisors as of February 14, 2024. For a current list of Board members, please contact the District Managers Office.

## TABLE OF CONTENTS

Introduction.....	3
What is the District and how is it governed? .....	4
What infrastructure improvements does the District provide and how are the improvements paid for? .....	5
Assessments, Fees and Charges.....	9
Method of Collection .....	11

## ASTONIA COMMUNITY DEVELOPMENT DISTRICT

### **Introduction**

The Astonia Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**THIRD AMENDED AND RESTATED  
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Astonia Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

**What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 2020-002, enacted by the Board of County Commissioners of Polk County, Florida (“**County Commission**”), effective January 7, 2020, as amended by Ordinance No. 2021-023 and Ordinance No. 2022-047, enacted by the County Commission, effective April 6, 2021 and June 21, 2022, respectively. The District encompasses approximately 326.50 acres of land, more or less, located within unincorporated Polk County (“**County**”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally

subject to the same disclosure requirements as other elected officials under the State's ethics laws.

**What infrastructure improvements does the District provide and how are the improvements paid for?**

The District is comprised of approximately 326.50 acres of land located within the County. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The public infrastructure necessary to support the District's development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, recreational facilities, entry feature, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted a *First Amendment to Engineer's Report for Capital Improvements*, dated February 17, 2021, which amends the *Engineer's Report for Capital Improvements*, dated February 3, 2020, as supplemented by the *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020, and further amended by the *Amended and Restated Engineer's Report of Capital Improvements*, dated April 8, 2022, and further supplemented by the *Supplemental Engineer's Report for Assessment Area Three*, dated April 12, 2023, and the *Supplemental Engineer's Report for Assessment Area Four*, dated October 11, 2023 (collectively, the "**Engineer's Report**"), which details all of the improvements contemplated for the completion of the infrastructure of the District (as amended and supplemented, the "**Capital Improvement Plan**"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be funded by the District's sale of bonds. On June 10, 2020, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment (the, "**2020 Validation Judgment**"), validating the District's ability to issue an aggregate principal amount not to exceed \$23,500,000 in Special Assessment Bonds for infrastructure needs of the District. On June 29, 2022, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment (the, "**2022 Validation Judgment**"), validating the District's ability to issue an aggregate principal amount not to exceed \$36,000,000 inclusive of: (1) \$23,500,000 in principal amount previously validated and confirmed by the 2020 Validation Judgment; and (2) an additional \$12,500,000 in principal amount validated for the purposes of additional infrastructure needs.

On October 22, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 1 (the "**Assessment Area One Project**"), of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project), in the principal amount of \$5,380,000 (the "**Assessment Area One Bonds**"). Proceeds of the Assessment Area One Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area One Project.

On May 18, 2021, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 2 (the "**Assessment Area Two Project**"), of the District. On that date, the District issued its Astoria Community Development District Special

Assessment Bonds, Series 2021 (Assessment Area Two Project), in the principal amount of \$10,065,000 (the “**Assessment Area Two Bonds**”). Proceeds of the Assessment Area Two Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area Two Project.

On May 18, 2021, the District also issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 3 (the “**North Parcel Assessment Area Project**”) of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2021 (North Parcel Assessment Area Project), in the principal amount of \$7,155,000 (the “**North Parcel Assessment Area Bonds**”). Proceeds of the North Parcel Assessment Area Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the North Parcel Assessment Area Project.

On May 23, 2023, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 5 (the “**Assessment Area Three Project**”) of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Three Project), in the principal amount of \$4,165,000 (the “**Assessment Area Three Bonds**”). Proceeds of the Assessment Area Three Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area Three Project.

On January 30, 2024, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 6 (the “**Assessment Area Four Project**”) of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Four Project), in the principal amount of \$3,640,000 (the “**Assessment Area Four Bonds**”). Proceeds of the Assessment Area Four Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area Four Project.

### ***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 have 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 feet 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 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.

### ***Offsite 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 is complete, Phase 3 is complete; Phase 4 is complete; Phase 5 in 2023, Phase 6 in 2024. 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.

### ***Public Amenities and Parks***

The District will provide funding for a public amenity center to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails between the phases to provide connectivity to the public amenity center, and passive parks throughout the District which will include benches and walking trails.

### ***Electric and Lighting***

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

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

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

### **Assessments, Fees and Charges**

A portion of the master infrastructure improvements for the Assessment Area One Project, the Assessment Area Two Project, the North Parcel Project, the Assessment Area Three Project, and the Assessment Area Four Project, identified in the District's Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Assessment Area One Bonds, Assessment Area Two Bonds, the North Parcel Assessment Area Bonds, the Assessment Area Three Bonds, and the Assessment Area Four Bonds, respectively (together, the "**Bonds**"). The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology*, dated February 13, 2020, as supplemented by that *Supplemental Assessment Methodology (Phase One)*, dated September 3, 2020; the *Amended and Restated Master Assessment Methodology*, dated April 14, 2021, as supplemented by that *Supplemental Assessment Methodology (Assessment Area Two and North Parcel Assessment Area)*, dated July 8, 2021, and further amended in the *Second Amended and Restated Master Assessment Methodology*, dated September 14, 2022, and further supplemented by the *Supplemental Assessment Methodology for Assessment Area Three*, dated May 3, 2023, and the *Supplemental Assessment Methodology for Assessment Area Four*, dated January 17, 2024 (collectively, the "**Assessment Report**"), are available for review in the District's public records.

The Assessment Area One Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Assessment Area One Project (the "**Assessment Area One Special Assessments**"). The Assessment Area One Special Assessments will be levied initially on the approximately 51.509 acres of land, more or less, located within the District, which Assessment Area One lands are planned for 191 single-family homes. The Assessment Area One Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area One Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area One Project to those lands within the District benefiting from the Assessment Area One Project.

The Assessment Area Two Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Assessment Area Two Project (the "**Assessment Area Two Special Assessments**"). The Assessment Area Two Special Assessments will be levied initially on the approximately 109.036 acres of land, more or less, located within the District, which Assessment Area Two lands are planned for 490 single-family homes. The Assessment Area Two Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area Two Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area Two Project to those lands within the District benefiting from the Assessment Area Two Project.

The North Parcel Assessment Area Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District

that benefit from the design, construction, and/or acquisition and operation of the District's North Parcel Assessment Area Project (the "**North Parcel Assessment Area Special Assessments**"). The North Parcel Assessment Area Special Assessments will be levied initially on the approximately 107.219 acres of land, more or less, located within the District, which North Parcel Assessment Area lands are planned for 332 single-family homes. The North Parcel Assessment Area Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The North Parcel Assessment Area Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the North Parcel Assessment Area Project to those lands within the District benefiting from the North Parcel Assessment Area Two Project.

The Assessment Area Three Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Assessment Area Three Project (the "**Assessment Area Three Special Assessments**"). The Assessment Area Three Special Assessments will be levied initially on the approximately 28.376 acres of land, more or less, located within the District, which the Assessment Area Three lands are planned for 232 platted townhome lots. The Assessment Area Three Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area Three Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area Three Project to those lands within the District benefiting from the Assessment Area Three Project.

The Assessment Area Four Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Assessment Area Four Project (the "**Assessment Area Four Special Assessments**"). The Assessment Area Four Special Assessments will be levied initially on approximately 30.97 acres of land, more or less, located within the District, which the Assessment Area Four lands are planned for 168 townhome lots. The Assessment Area Four Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area Four Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area Four Project to those lands within the District benefiting from the Assessment Area Four Project.

The Assessment Area One Special Assessments, the Assessment Area Two Special Assessments, the North Parcel Special Assessments, the Assessment Area Three Special Assessments, and the Assessment Area Four Special Assessments (together, the "**Debt Special Assessments**"), described above exclude any operations and maintenance assessments (the "**O&M Assessments**"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole

discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District's Debt Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.**

This description of the Astonia Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Astonia Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

*[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, this Third Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 5<sup>th</sup> day of March 2024, as approved by the District Board, and recorded in the Official Records of Polk County, Florida.

**ASTONIA  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**PRINT:** Brent Elliott  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of March 2024, by Brent Elliott, as Chairperson of the Board of Supervisors of the Astonia Community Development District.

[notary seal]

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

## EXHIBIT A- 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:

*{EXHIBIT A-LEGAL DESCRIPTION CONTINUES}*



(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

{EXHIBIT A-LEGAL DESCRIPTION CONTINUES}



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

{EXHIBIT A-LEGAL DESCRIPTION CONTINUES}

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

{EXHIBIT A-LEGAL DESCRIPTION ENDS}

## SECTION VI

INSTR # 2024015035  
BK 12979 Pgs 0107-0111 PG(s)5  
01/22/2024 08:55:50 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 44.00  
DEED DOC 0.70

PREPARED BY AND RETURN TO:

Lauren Gentry, Esquire  
KILINSKI | VAN WYK PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**  
**[ASTONIA PHASE 1]**

THIS SPECIAL WARRANTY DEED is executed as of this 8th day of December, 2023, by **ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884 (hereinafter called the “grantor”), in favor of **ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

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

**WITNESSETH:**

That the grantor, for and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, further described as follows:

**Tracts A, B, C, D, F, G, H, I, J, K, L, M, N, O, P, Q, SWM10, SWM 20/30, SWM 40, and SWM 50; and together with easement rights of access for maintenance, all as identified on the Plat titled “Astonia” as recorded at Plat Book 185, Pages 7 et seq., of the Official Records of Polk County, Florida.**

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

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

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

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

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

**RESERVATION OF EASEMENT**

GRANTOR(S) hereby reserves unto itself and its successors and assigns, and grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for any drainage, hardscaping, landscaping, irrigation, wetland and related improvements, as applicable, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement areas; provided, however, that grantor's reservation of rights hereunder shall not be deemed to impose any obligations on grantor to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.

*[Signatures on following page]*

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

Dated this 8th day of December, 2023.

GRANTOR:

Signed, sealed and delivered  
in the presence of:

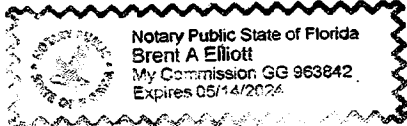
ERNIE CALDWELL PROPERTIES, LLC  
a Florida limited liability company

Brent Elliott  
Print Name: Brent Elliott  
Dottie Mobley  
Print Name: Dottie Mobley

Harold R. Baxter  
By: Harold R. Baxter  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 12 day of December 2023, by Harold R. Baxter, on behalf of Ernie Caldwell Properties, LLC, a Florida limited liability company.



[notary seal]

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

**ACCEPTANCE BY GRANTEE**

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

Dated this 8th day of December, 2023.

Signed, sealed and delivered  
in the presence of:

Witnesses:

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

Dottie Mobley  
Name: Dottie Mobley

By: [Signature]  
Chairperson  
Board of Supervisors

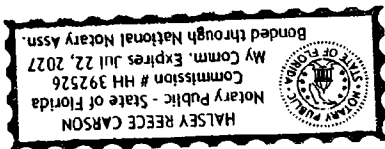
Halsey Carson  
Name: Halsey Carson

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of December, 2023, by Brent Elliott, as Chairperson of the Board of Supervisors of the Astonia Community Development District.

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

[notary seal]



**ADDENDUM TO SPECIAL WARRANTY DEED (ASTONIA PHASE 1)**

**WITNESS CONTACT INFORMATION**

The individuals identified as witnesses on the signatory page whom witnessed Mr. Harold R. Baxter's signature are identified as Mr. Brent Elliott and Ms. Dorothy "Dottie" Mobley. Both individuals have the business address of 4900 Dundee Rd, Winter Haven, FL 33884.



PREPARED BY AND RETURN TO:

Lauren Gentry, Esquire  
KILINSKI | VAN WYK PLLC  
P.O. Box 6386  
Tallahassee, Florida 32314

INSTR # 2024015036  
BK 12979 Pgs 0112-0116 PG(s)5  
01/22/2024 08:55:50 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 44.00  
DEED DOC 0.70

**SPECIAL WARRANTY DEED**  
**[ASTONIA PHASES 2 AND 3]**

THIS SPECIAL WARRANTY DEED is executed as of this 8th day of December, 2023, by **ERNIE CALDWELL PROPERTIES, LLC**, a Florida limited liability company, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884 (hereinafter called the “grantor”), in favor of **ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

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

**W I T N E S S E T H:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, further described as follows:

**Tracts D, E, G, H, OS1, OS2, OS3, OS4, OS5, OS6, OS7, OS8, OS9, OS10, OS11, OS12, OS13, OS14, OS15, OS16, OS17, OS18, OS19, OS20, Rec1, Rec2, SWM 40, SWM 60/70, SWM80, SWM90/100; and together with those Rights-of-Way identified as Astonia Boulevard, Eucalyptus Way, Brisbane Place, Oceania Avenue, Victoria Street, Desert Rose Drive, Cascade Drive, Orchid Drive, Tulip Drive; and together with easement rights for access for maintenance, drainage easements, and landscape easements, all as identified on the Plat titled “Astonia - Phase 2 & 3” as recorded at Plat Book 192, Pages 27 et seq., of the Official Records of Polk County, Florida.**

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

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

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

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

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

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

#### **RESERVATION OF EASEMENT**

GRANTOR(S) hereby reserves unto itself and its successors and assigns, and grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for any drainage, hardscaping, landscaping, irrigation, wetland and related improvements, as applicable, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement areas; provided, however, that grantor's reservation of rights hereunder shall not be deemed to impose any obligations on grantor to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.


*[Signatures on following page]*

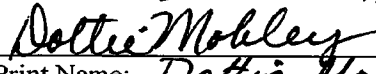
IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

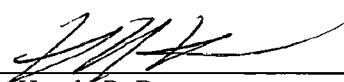
GRANTOR:

Signed, sealed and delivered  
in the presence of:

Ernie Caldwell Properties, LLC,  
a Florida limited liability company

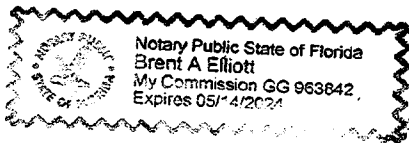
  
Print Name: Brent Elliott

  
Print Name: Dottie Mobley

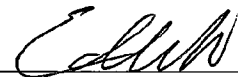
  
By: Harold R. Baxter  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online  
notarization this 12 day of December 2023, by Harold R. Baxter, on behalf of Ernie Caldwell Properties,  
LLC, a Florida limited liability company.



[notary seal]

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

**ACCEPTANCE BY GRANTEE**

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

Dated this 8th day of December, 2023.

Signed, sealed and delivered  
in the presence of:

Witnesses:

Dottie Mobley  
Name: Dottie Mobley

Halsey Carson  
Name: Halsey Carson

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

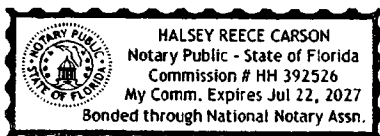
By: Brent Elliott  
Chairperson  
Board of Supervisors

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of December, 2023, by Brent Elliott, as Chairperson of the Board of Supervisors of the Astonia Community Development District.

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

[notary seal]



**ADDENDUM TO SPECIAL WARRANTY DEED**

**(ASTONIA PHASES 2 AND 3)**

The individuals identified as witnesses on the signatory page whom witnessed Mr. Harold R. Baxter's signature are identified as Mr. Brent Elliott and Ms. Dorothy "Dottie" Mobley. Both individuals have the business address of 4900 Dundee Rd, Winter Haven, FL 33884.

## SECTION VII

# **ADDENDUM TO CONTRACT FOR PINE TREE TRAIL MASTER INFRASTRUCTURE PROJECT**

This Addendum modifies the Contract by and between **Astoria Community Development District** (Owner or District) and **Con-Sur, Inc.** (Contractor). Owner and Contractor hereby agree as follows:

## **ARTICLE 1—THE WORK**

### **1.01    *Work***

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Pine Tree Trail master infrastructure which consists of mobilization, clearing, grubbing, earthwork, grading, import fill, paving, concrete, retaining wall, water and reuse infrastructure, sanitary sewer, lift station/force main, storm drainage, sod, striping and signs, roadway improvements, materials testing, and construction layout/as-builts.**
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in **“Phase 6” of the District, in unincorporated Polk County.**

## **ARTICLE 2—CONTRACT DOCUMENTS**

### **2.01    *Intent of Contract Documents***

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

## 2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Addendum Contract for Construction of a Small Project.
  - 2. ~~Performance bond.~~
  - 3. ~~Payment bond.~~
  - 4. ~~Specifications as listed in the Specifications Table of Contents.~~
  - 5. Drawings as listed on the Drawing Sheet Index of the Construction Plans for Pine Tree Trail Townhomes a Multi-Family Residential Subdivision, date November 16, 2022.
  - 6. ~~Addenda.~~
  - 7. Exhibits to this Addendum Contract (enumerated as follows):
    - a. **Exhibit 1 – Contractor’s Bid; Contract dated September 26, 2023**
    - b. **Exhibit 2 – Scrutinized Companies Statement**
    - c. **Exhibit 3 – Public Entity Crimes Statement**
    - d. **Exhibit 4 – Trench Safety Compliance Act Statement**
    - e. **Exhibit 5 – Discrimination Statement**
  - 8. The following which may be delivered or issued on or after the Effective Date of this Addendum the Contract:
    - a. ~~Notice to Proceed (EJCDC® C-550).~~
    - b. Work Change Directives ~~(EJCDC® C-940).~~
    - c. Change Orders ~~(EJCDC® C-941).~~
    - d. Field Orders ~~(EJCDC® C-942).~~

## ARTICLE 3—ENGINEER

### 3.01 *Engineer*

- A. The Engineer for this Project is **Hunter Engineering, Inc.**



## ARTICLE 4—CONTRACT TIMES

### 4.01 *Contract Times*

- A. The Work will be substantially complete on or before **October 4, 2024**, and completed and ready for final payment on or before **November 4, 2024**.
- B. ~~The Work will be substantially complete within [number of days] days after the Effective Date of the Contract and completed and ready for final payment within [number of days] days after the Effective Date of the Contract.~~

### 4.02 *Liquidated Damages*

- A. ~~Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$[amount calculated for liquidated damages] for each day that expires after the Contract Time for substantial completion.~~

### 4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include only the following:
  - 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner); and
  - 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as

the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the Project area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments. Except for modifications agreed to by the Engineer and Owner, the schedule shall be in accordance with the schedule submitted in the Contractor's Bid.
- B. ~~Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.~~

### ARTICLE 5—CONTRACT PRICE

#### 5.01 *Payment*

- A. ~~Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of \$[Contract Price] for all Work.~~
- B. Owner shall pay Contractor, in accordance with the Contract Documents, according to the component pricing provided in the Contractor's bid, for a total not to exceed \$5,498,573, subject to any amendments authorized hereunder ~~at the following unit prices for each unit of Work completed:~~

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 Bonds

- A. ~~When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due. In lieu of the required payment and performance bonds; Center State Development 2, LLC, will furnish a Demand Note Agreement in a form acceptable to the Owner, pursuant to Section 255.05(7), *Florida Statutes*.~~
- B. Upon request, Owner will provide a copy of the Demand Note Agreement ~~payment bond~~ to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.
- C. Contractor acknowledges that the District is a local unit of special-purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the Work of the existence of the Demand Note Agreement.

### 6.02 Insurance

- A. When Contractor delivers the signed counterparts of ~~this Addendum~~ the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
  1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$1,000,000

*\*Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. *Automobile Liability\**

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[OR]</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

*\*Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. *Excess or Umbrella Liability\**

Per Occurrence	\$5,000,000
General Aggregate	\$10,000,000

e. *Contractor's Pollution Liability\**

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

*\*Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any

- person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.



## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract. Additionally, Contractor must clean mud and debris from and repair any damage to the Owner's streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site all waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Contract, the Owner may do so and the cost thereof, if any, shall be reimbursable by Contractor.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.
- E. Contractor shall use all due care to protect the property of the Owner, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within three (3) days.

### 7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

#### 7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, connections, inspections, and certificates of occupancy, unless otherwise provided in the Contract Documents. Any items listed as exclusions in the Contractor's bid shall be invoiced as a separate line item with no markup.

#### 7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws ordinances, rules, orders and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

#### 7.08 *Record Documents and Public Records*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work in a format reasonably acceptable to the Owner and Engineer
- B. Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the Owner is Jillian Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the Owner to perform the service; 2) upon request by the Public Records Custodian, provide the Owner 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 the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of this Contract, transfer to the Owner, at no cost, all public records in Contractor'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 Contractor, Contractor 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 Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

#### 7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.



- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 Submittals

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.

- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.
- B. Contractor hereby warrants all services and workmanship for two (2) years and agrees to assign any and all of the materials and manufacturers' warranties to the Owner. Neither final acceptance of the Project, nor final payment therefor, nor any provisions of this Contract shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Contract are found to be defective, deficient or not in accordance with the Contract, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the Owner and to correct and pay for any other damage resulting therefrom to the Owner's property or the property of others such that the Owner receives the maximum benefit of the completed Project contemplated by this Contract.
- C. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.
- D. Contractor hereby covenants to the Owner that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the Owner. Contractor hereby covenants to the Owner that any work product of Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner.

#### 7.12 Correction Period

- A. If within ~~one year~~ two (2) years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 Indemnification

- A. ~~To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~
- B. Contractor agrees to indemnify and hold harmless the Owner and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract. The obligations under this paragraph shall be limited to no more than Ten Million Dollars (\$10,000,000.00), which amount the Owner and Contractor agree bears a reasonable commercial relationship to this Contract. Nothing in this Section is intended to waive or alter any other remedies that the Owner may have as against the Contractor. Such obligation is intended to be as broad as permissible under Florida law.
- C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

### ARTICLE 8—OWNER'S RESPONSIBILITIES

#### 8.01 Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project. This Contract grants to Contractor the right to enter the Owner's lands which are subject to and necessary

to complete the Project contemplated by this Contract, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 *Engineer's Status***

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10—CHANGES IN THE WORK**

### **10.01 *Authority to Change the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Contractor agrees to negotiate in good faith to undertake additional work or services desired by the Owner. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation and execution of a written Change Order. Any adjustment in Contract Price shall be in accordance with the unit prices submitted with the Contractor's bid, if applicable.



#### 10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### **ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
1. Review the condition in question;
  2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent

jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- G. If the Contractor does not repair defective Work within a reasonable period of time, the Owner may, but is not obligated to, engage a third party to repair any defective Work at the Contractor's expense.
- H. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

## ARTICLE 14—PAYMENTS TO CONTRACTOR

### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer and consistent with the schedule of values submitted with Contractor's bid. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment. These invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Each invoice shall include such supporting information as the Owner may reasonably require Contractor to provide. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.
- C. The Owner may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the Owner by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the Owner shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the Owner, that any indebtedness of Contractor, as to services to the Owner, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

### 14.03 *Retainage*

- A. The Owner shall retain **five (5)%** of each progress payment until the Work is substantially complete. Release of retainage shall be made with the final payment, subject to any set-offs the Owner may have. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

### 14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.



- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.
- B. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Contract. Contractor shall keep the Owner's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Contract, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the Owner, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

#### 14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

#### 14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, and after final acceptance by Polk County and/or the local utility provider, as applicable.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

#### 14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment. Final payment shall not be construed to mean acceptance of defective work or improper materials.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

### ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Unless such suspension of Work is due to Contractor's failure to comply with the terms of the Contract Documents or other act, omission, or misconduct of the Contractor, Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

#### 15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and, in the Owner's reasonable discretion, proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

#### 15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for the following, without duplication of any items:
  - 1. ~~Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;~~
  - 2. ~~Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

3. ~~Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
  1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
  2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
  4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
  5. Complete performance of any Work which is not terminated; and
  6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails ~~for 30 days~~ to pay Contractor any sum finally determined to be due within the times provided herein, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Should any error or inconsistency appear in the installation plans, construction specifications, and/or other Contract Documents, Contractor, before proceeding with the Project,

must notify the Owner for the proper adjustment, and in no case proceed with the Project in uncertainty.

4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 17—MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); or by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

### 17.03 *Limitation of Damages and Liability*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.
- B. Nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in section 768.28, Florida Statutes, or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

### 17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

### 17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

### 17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.



17.07 Controlling Law and Venue

- A. This Contract is to be governed by the law of the state in which the Project is located.
- B. Each party consents that the venue for any litigation arising out of or related to this Contract shall be in Polk County, Florida.
- C. In the event that either the Owner or Contractor is required to enforce this Contract by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

17.08 No Third-Party Beneficiaries

- A. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

17.09 Independent Contractor

- A. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the Owner is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the Owner. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Owner and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the Owner and at all times entirely under Contractor's supervision, direction and control.
- B. In particular, the Owner will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

17.10 Assignment

- A. Contractor may not assign this Contract or any monies to become due hereunder without the prior written approval of the Owner. Any assignments attempted to be made by Contractor without the prior written approval of the Owner are void.
- B. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.11 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.12 Default and Protection Against Third-Party Interference

- A. A default by either party under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Contract or termination of this Contract in accordance with the terms hereof. The Owner shall be solely responsible for enforcing its rights under this Contract against any interfering third-party. Nothing contained in this Contract shall limit or impair the Owner's right to protect its rights from interference by a third party to this Contract.

17.13 Scrutinized Companies Statement

- A. In accordance with Section 287.135, Florida Statutes, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Contract.

17.14 Public Entity Crimes

- A. Pursuant to Section 287.133(3)(a), Florida Statutes:  
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- B. Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

17.15 Counterparts; Electronic Signatures

- A. This Contract 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.
- B. Additionally, the parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

17.16 Tax-Exempt Direct Purchases. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- A. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- B. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- C. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.
- D. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.
- E. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District, and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.



- F. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- G. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- H. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- I. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

*[Signatures on following page]*

The Effective Date of the ~~Contract~~ Addendum is **February 9, 2024**.

**Owner:**

Astoria Community Development District

(typed or printed name of organization)

By: \_\_\_\_\_

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: Brent Elliott

(typed or printed)

Title: Chairman, Board of Supervisors

(typed or printed)

Attest: \_\_\_\_\_

(individual's signature)

Title: \_\_\_\_\_

(typed or printed)

Address for giving notices:

Designated Representative:

Name: \_\_\_\_\_

(typed or printed)

Title: \_\_\_\_\_

(typed or printed)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agreement.)

**Contractor:**

Con-Sur, Inc.

(typed or printed name of organization)

By: \_\_\_\_\_

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: Sheldon McVay

(typed or printed)

Title: President

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

(individual's signature)

Title: \_\_\_\_\_

(typed or printed)

Address for giving notices:

P.O. Box 847

Eagle Lk. FL. 33839

Designated Representative:

Name: Sheldon McVay

(typed or printed)

Title: President

(typed or printed)

Address: \_\_\_\_\_

P.O. Box 847

Eagle Lk. FL. 33839

Phone: \_\_\_\_\_

863-533-3001

Email: \_\_\_\_\_

S.mcvay@con-sur.com

License No.: \_\_\_\_\_

(where applicable)

State: \_\_\_\_\_

# EXHIBIT 1

## CONTRACTOR'S BID



**Con-Sur, Inc.**

www.con-sur.com

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September 26, 2023

Page 1 of 5

Center State Development, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884

RE: Pine Tree Trails (Plans Dated November 16, 2022)

1) Mobilization/General Conditions	\$ 10,500.00
2) Erosion Control	\$ 53,210.00
Silt Fence (Type 3) – 9,800'	
Construction Entrance – 1ea.	
NPDES Permit/Monitoring (12 mths) – 1ea.	
3) Clearing & Grubbing	\$168,000.00
Remove Trees & Brush, Grubb all Areas within	
Construction Limits, Open Burn On-Site	
*(If Burn Permit Cannot be Obtained for Open Burning	
Additional Charges will Apply for Tree Disposal)	
4) Earthwork & Grading	\$422,455.00
Disc Site, Proof Roll Building Pad Areas, Dewatering,	
Excavate Ponds & Balance Dirt On-Site, Fine Grade	
(Pond Slopes, Swales, Contours, Building Pads &	
Common Area Sidewalks) 1 Time, Final Dress-up	
5) Import Fill	\$1,209,620.00
Supply & Haul – 70,305cy (BM)	
Place & Compact – 70,305cy (BM)	
6) Paving	\$514,044.50
1.5" SP 9.5 Recycle Asphalt – 13,535sy	
6" Crushed Concrete Road Base – 13,805sy	
12" Stabilized Subgrade – 16,135sy	
7) Concrete	\$226,836.50
2' (NR) Miami Curb – 5,985'	
Type "F" Curb (NR) – 605'	
2' (NR, Hand Formed) Curb Transitions – 530'	
Valley Gutter Transitions (NR, Hand Formed) – 115'	
Type "D" Trench Curb (NR, After Pavement) – 1,885'	
4" Thick (NR) Common Area Sidewalk w/ 163lf of Turnface – 13,900sf	



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### Concrete Cont.

Page 2 of 5

ADA Curb Ramps w/ Dome Mats - 15ea.

6" Thick w/ Fiber Lift Station Drive - 1,215sf

\*(Excludes: Zip Strip, Backer Rod, Joint Sealer, Vapor Barrier & Pumping)

### 8) Modular Block Retaining Wall (Slate Color) - 183lf

\$ 39,700.00

\*(Includes: Shop Drawings, Permit, Suitable for Handrail/Fence)

\*(Excludes: Handrails/Fencing)

### 9) Water

\$448,157.00

Temporary Jumper - 1a.

20"x 8" Tap - 1ea.

8" Directional Bore - 120'

8" PVC - 3,800'

4" PVC - 588'

8" MJ Fittings - 40ea.

8" Gate Valve - 15ea.

Fire Hydrant Assy - 8ea.

Blow Off Assy - 4ea.

Double Service - 69ea.

Single Service - 28ea.

Testing - 1ea.

### 10) Reuse

\$ 55,681.00

6" Gate Valve - 1ea.

20"x 6" Tap - 1ea.

6" Directional Bore - 120'

4" RPZ - 1ea.

4" Gate Valve - 1ea.

6"x 4" Reducer - 1ea.

6" PVC - 20'

4" PVC - 20'

Testing - 1ea.

### 11) Sanitary Sewer

\$560,230.00

Manhole - 20ea.

Master Manhole - 1ea.

8" PVC - 3,568'

Double Services - 84ea.

Manhole Protections - 1ea.

Manhole Testing - 21ea.

Clean/TV Inspection - 1ea.

Pressure Test - 1ea.

Dewatering



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Page 3 of 5

12) Lift Station/Force Main \$597,715.00

Lift Station - 1ea. (Excludes: Generator, Bypass Pump & Odor Control)  
6" Directional Bore - 120'  
5" PVC - 1,240'  
20"x 6" Tap - 1ea.  
6" Gate Valve - 1ea.  
6" MJ P-401 Lined Bends - 25ea.  
Testing - 1ea.

13) Storm Drainage \$836,857.00

Type C Control Structure - 1ea.  
Type J-V Inlet - 1ea.  
Type V Inlet - 27ea.  
Type P-6 Inlet - 10ea.  
Type J-6 Inlet - 1ea.  
Type J Manholes - 3ea.  
Manholes - 17ea.  
Type P-5 Inlet - 3ea.  
Type J-5 Inlet - 1ea.  
Type F Inlet - 1ea.  
Type D Inlet - 3ea.  
Weir Wall - 5ea.  
18" HP - 3,571'  
24" HP - 1,180'  
30" HP - 296'  
36" HP - 165'  
Core Existing Inlet - 1ea.  
MES - 12ea.  
Dewatering - 1ea.  
Testing - 1ea.

14) Sod (Bahia) \$ 83,170.00

Pond Slopes & Contours - 17,780sy  
Swales - 1,070sy  
9' Back of Curb - 9,140sy

15) Striping & Signs \$ 13,535.00

Parking Spaces - 64ea.  
Handicap Spaces w/ Signs - 4ea.  
Handicap Access Isle - 2ea.  
24" White Thermoplastic - 84'



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### Striping Cont.

Page 4 of 5

- R1-1 30" Stop Sign – 7ea.
- (2ea.) Street Name ID's – 7ea.
- OM4-3 9 Button – 9ea.
- Concrete Wheel Stops – 14ea.

16) Emie Caldwell Blvd Improvements \$162,137.00

- Saw Cut & Demolition: \$11,850.00
- Earthwork & Grading: \$39,350.00
- Paving: \$48,200.00
  - 2" SP 9.5 Recycle Asphalt (2 Lift) – 695sy
  - 12" Limerock Base – 800sy
  - Compacted Subgrade – 800sy
- Concrete: \$23,620.00
  - Type "F" Curb – 400'
  - 4" Thick (NR) Sidewalk at R.O.W. – 2,110sf
  - ADA Curb Ramps w/ Dome Mats – 2ea.
- Thermoplastic Striping: \$4,500.00
- Bahia Sod: \$3,340.00
  - R.O.W. Restoration – \$90sy
- Maintenance of Traffic (This Scope Only): \$37,000.00
  - Post Mount Set-up, Traffic Devices, Arrow Board Operation
- \*(Excludes: Signed & Sealed Traffic Control Plan)

17) Material Testing (This Scope Only) \$ 37,215.00

18) Construction Layout & As-Built (This Scope Only) \$ 54,500.00

Total \$5,498,573.00



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Page 5 of 5

Exclusions: Permits, Fees, Bonds, Utility Relocation, Removal & Replacement of Unsuitable Materials, Landscaping & Irrigation, Sod (except as noted), Seeding, Demolition, Capping of Wells, Building Corners, Water to Site for Compaction, Dumpster Pad & Enclosure, Fences & Gates, Night Work, Bollards, Handrails, Over-Excavation, Import for Pipe Backfill, Meters, Electric to Lift Station, Clay Cores, Pond Liners, ACI Unit, Hauling of Trees, Fuel & Material Price Increase

**Notes:**

- 1) All Pricing within this Proposal is not Guaranteed and is Subject to Change at Any Time.
- 2) Removal/Adjustment of Existing Utilities (including Conflicts) not Included.
- 3) CAD File must be Provided by Engineer for Construction Layout Usage.
- 4) Notification of any & all Plan Revisions must be Issued by the EOR with a Updated List of Revisions. Con-Sur, Inc. will not be Responsible for any Plan Changes/Revisions not Listed by the EOR.
- 5) (Coordination, Construction Layout, Road Crossings, Equipment/Materials & Labor) Associated with Electric and/or Cable Services is Specifically Excluded.
- 6) Con-Sur, Inc. Assumes no Responsibility for any Infrastructure Damages (asphalt, curb, graded lots, utilities, etc.) that Occur from Structure Building Prior to Final Approval of our Contracted Scope.
- 7) Due to the Current Market Conditions Regarding PVC Pipe & Fittings, Pricing is Subject to Change Upon Shipment Date.
- 8) Fuel Cost Associated with all Unit Pricing is not Guaranteed & is Subject to a Fuel Surcharge at Time Of Usage.

Thank You For The Opportunity To Quote On This Project

Sincerely,  
Con-Sur, Inc.

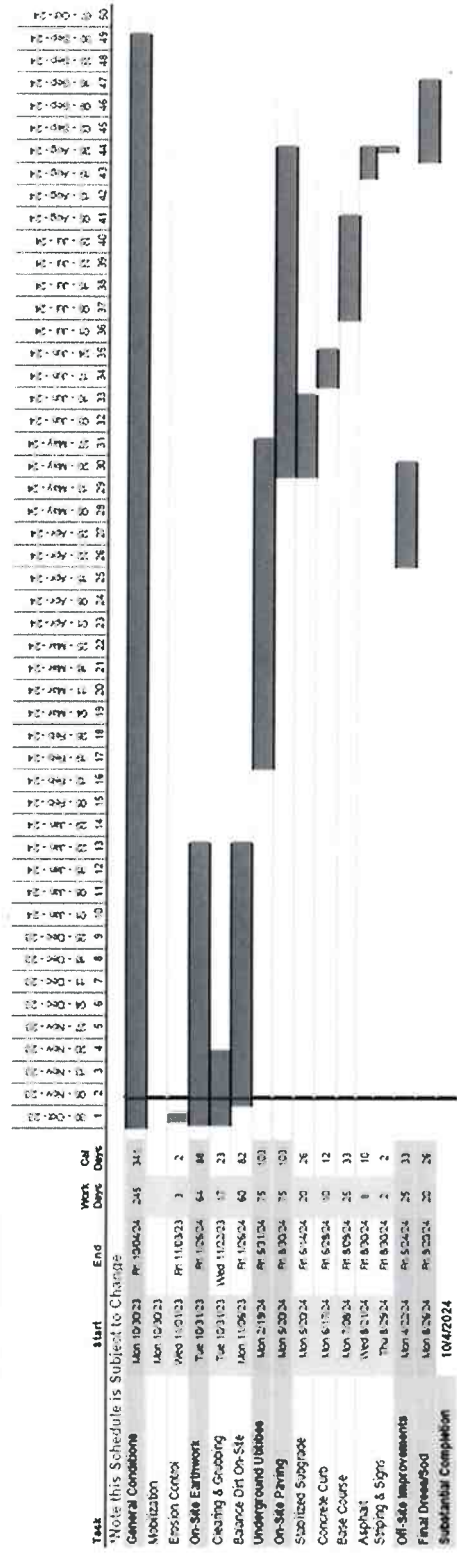
  
Troy Englert

  
Harold R. Baxter

10/6/23

# Pine Tree Trails

Project Lead: Sheldon McVay  
 Project Start Date: 10/30/2023  
 Today's Date: 11/8/2023





**EXHIBIT 2**  
**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,**  
**REGARDING SCRUTINIZED COMPANIES STATEMENT WITH ACTIVITIES IN SUDAN**  
**LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM**  
**ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to: Astonia Community Development District  
by Sheldon McVay (print name of authorized representative). I  
am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in  
the capacity of President (print individual's title)  
for Con-Sur, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of  
Contractor. Contractor's business address is: P.O. Box 247 Eagle Lk. FL 33839
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that declares a  
company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing  
contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with  
Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created  
pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria  
(together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or  
renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of  
its Contract with Center State Development 2, LLC, to the Astonia Community Development District, neither  
the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on  
the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the  
Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to  
Sections 215.4725 and 215.473, *Florida Statutes*, and that it does not have business operations in Cuba or  
Syria.
4. The entity will immediately notify the Astonia Community Development District in writing if either the  
entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on  
the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the  
Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to  
Sections 215.4725 and 215.473, Florida Statutes.

[Continued on following page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

By: [Signature]  
Name: Sheldon McVay  
Title: President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of February, 2024, by Sheldon McVay, as Pres of Con-Sur, Inc., a Florida corporation.

[Signature] (Official Notary Signature & Seal)  
 JONATHAN T. ENGLERT  
Commission # HH1368250  
Expires April 12, 2027

Name: Jonathan T. Englert  
Personally Known                       
OR Produced Identification                       
Type of Identification                     

(SEAL)

**EXHIBIT 3**  
**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Astonia Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Con-Sur, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is P.O. Box 847 Eagle Lake, FL 33839

- 
4. Contractor's Federal Employer Identification Number (FEIN) is 59-3024104

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

✓ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

  
 (Official Notary Signature & Seal)  
 Name: Jonathan T. Englert  
 Personally Known \_\_\_\_\_  
 OR Produced Identification \_\_\_\_\_  
 Type of Identification \_\_\_\_\_

**EXHIBIT 4**  
**TRENCH SAFETY ACT COMPLIANCE STATEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Ten Thousand Dollars \$ 10,000  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 9 day of February, 2024.

**CON-SUR, INC.**

By: [Signature]  
Name: Sheldon Mayan  
Title: President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of February, 2024, by Sheldon Mayan, as President, Con-Sur, Inc., a Florida corporation.

[Signature]  
(Official Notary Signature & Seal)  
Name: Jonathan T. Englert  
Personally Known -  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**JONATHAN T. ENGLERT**  
Commission # HH 368250  
Expires April 12, 2027



**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<u>Slope Trenches</u>	<u>1</u>		<u>10,000</u>
Project Total			<u>10,000</u>

Dated this \_\_\_\_ day of February, 2024.

**CON-SUR, INC.**

By: \_\_\_\_\_


Name: \_\_\_\_\_


Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of February, 2024, by Sheldon McVay, as President, Con-Sur, Inc., a Florida corporation.

  
(Official Notary Signature & Seal)  
Name: Jonathan T. Englert  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

 JONATHAN T. ENGLERT  
Commission # HH 368250  
Expires April 12, 2027

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT 5**

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,**  
**ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Astonia Community Development District.
2. I, Sheldon McVay (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for Con-Sur, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is P.O. Box 847 Eagle Lk. FL 33839.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-3024104.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.



Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☒ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- ☐ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

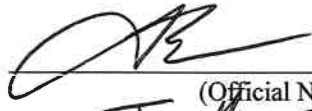
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

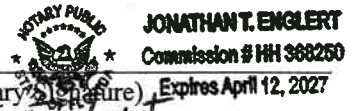
  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF DOLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of February, 2024, by Sheldon McVay, as President of Con-Sur, Inc..

[notary seal]

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




**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**PINE TREE TRAIL MASTER INFRASTRUCTURE PROJECT**

Assignor: Center State Development 2, LLC (“Assignor”)  
Owner/Assignee: Astonia Community Development District (“Assignee” or “District”)  
Contractor: Con-Sur, Inc. (“Contractor”)  
Contract: Pine Tree Trail Master Infrastructure Contract dated September 26, 2023  
                  (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of February, 2024.

**CON-SUR, INC.**


By:   
Name: Sheldon McVay  
Title: President

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

By:   
Name: Brent Elliott, Chairperson

**CENTER STATE DEVELOPMENT 2, LLC a**  
Florida limited liability company

By: HRB Land Investments, LLC, its  
Manager

By:   
By: Harold R. Baxter, Manager of HRB Land Investments, LLC

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT**  
**REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**ASTONIA COMMUNITY DEVELOPMENT DISTRICT**  
**PINE TREE TRAIL MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF Polk

BEFORE ME, the undersigned, personally appeared Harold R. Baxter, Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Harold R. Baxter, Manager of HRB Land Investments, LLC, Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Astonia Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Con-Sur, Inc. ("**Contractor**"), dated September 26, 2023, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or        is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has        furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or X was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*, and instead the Developer will furnish a Demand Note Agreement pursuant to Section 255.05(7), *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or        has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 8 day of February, 2024.

Witness:

**Center State Development 2, LLC** a Florida limited liability company

By: HRB Land Investments, LLC, its Manager

Print Name: Brent Elliott

By: Harold R. Baxter, Manager of HRB Land Investments, LLC

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of February, 2024, by Harold R. Baxter, on behalf of Center State Development 2, LLC.



[Signature]  
(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

Exhibit A      Agreement by and between Developer and Con-Sur, Inc., dated September 26, 2023  
Exhibit B      Releases  
Exhibit C      Demand Note Agreement

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE**

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT  
PINE TREE TRAIL MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Con-Sur, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Center State Development 2, LLC, and Contractor dated September 26, 2023, has been assigned to the Astonia Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_ Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.   X   Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 9 day of February, 2024.

CON-SUR, INC.

By: [Signature]  
Name: Sheldon Mayday  
Title: President

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of February, 2024, by Sheldon Mayday, as Pres, Con-Sur, Inc., a Florida corporation.

[Signature]  
(Official Notary Signature & Seal)  
Name: Jonathan T. Englert  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



JONATHAN T. ENGLERT  
Commission # HH1368250  
Expires April 12, 2027

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Con-Sur, Inc.  
P.O. Box 847  
Eagle Lake, Florida 33839  
Phone: (863) 533-3001

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER:

Astonia Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street,  
Orlando, Florida 32801  
Phone: (407) 841-5524

**CONTRACT**

Date: January 30, 2024

Amount: \$5,498,573

Description (Name and Location): Astonia Community Development District – Pine Tree – Polk County, Florida

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount: \$5,498,573

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Con-Sur, Inc.

Signature: \_\_\_\_\_ (Seal)

Name and Title: Jonathan Englert, Vice President

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

- 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange

for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and



6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to

be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Con-Sur, Inc.  
P.O. Box 847  
Eagle Lake, Florida 33839  
Phone: (863) 533-3001

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER:

Astonia Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street,  
Orlando, Florida 32801  
Phone: (407) 841-5524

**CONTRACT**

Date: January 30, 2024

Amount: \$5,498,573

Description (Name and Location): Astonia Community Development District – Pine Tree – Polk County, Florida

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount: \$5,498,573

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Con-Sur, Inc.

Signature: \_\_\_\_\_ (Seal)

Name and Title: Jonathan Englert, Vice President

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said

statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**

**Surety Agency or Broker:**

**Owner's Representative (engineer or other party):**

## DEMAND NOTE AGREEMENT

**WHEREAS**, on or around February 9, 2024, the **Astoria Community Development District** (the “District” or “Owner”) accepted assignment of a construction contract with **Con-Sur, Inc.**, a Florida corporation (“Principal”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “Contract”); and

**WHEREAS**, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

**WHEREAS**, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

**WHEREAS**, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

**WHEREAS**, the developer, **Center State Development 2, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

**WHEREAS**, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

**WHEREAS**, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

**NOW, THEREFORE**, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

### Section I

**BY THIS INSTRUMENT**, Guarantor is bound to Owner, in the sum of up to \$\_\_\_\_\_ (“Remaining Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

**THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.**

## **Section II**

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), *Florida Statutes*, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto, or if this Demand Note is given in connection with an assignment of a Contract to the Owner, the valuation of this Demand Note shall be set at the amount remaining to be paid under said Contract. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

## **Section III**

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), *Florida Statutes*, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section

255.05(7), *Florida Statutes*, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

#### **Section IV**

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

#### **Section V**

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

#### **Section VI**

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

**A. If to District:** Astonia Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: Lauren Gentry

**B. If to Guarantor:** Center State Development 2, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter



**C. If to Principal:**

Center State Development, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification 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 Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**Section VII**

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section VIII**

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

### **Section IX**

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

### **Section X**

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.


### **Section XI**

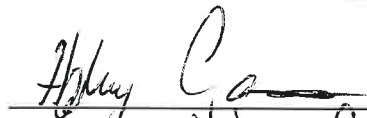
This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

  
Print Name: KAREN E. RITCHIE


  
Print Name: Halsey Carson

**Astonia Community  
Development District**

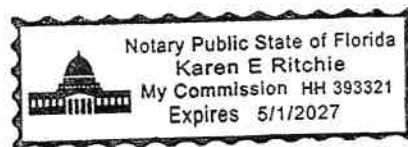
By:   
Brent Elliot, Chairperson

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 8<sup>th</sup> day of February 2024, by Brent Elliot, as the Chairperson of the  
Astonia Community Development District, on behalf of the District. He ☒ is personally known to  
me or ☐ produced N/A as identification.

  
Print Name: KAREN E. RITCHIE  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

{Notary Seal}



Signed, sealed and delivered  
in the presence of:

Center State Development 2, LLC, a Florida  
limited liability company

  
Print Name: Brent Elliott

  
Print Name: KAREN E. RITCHIE

By: HRB Land Investments, LLC, its  
Manager

By:   
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 1 day of February 2024, by Harold R. Baxter, on behalf of Center  
State Development 2, LLC, a Florida limited liability company. He ☒ is personally known to me  
or ☐ produced \_\_\_\_\_ as identification.



  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature

Jennifer T. Englebert  
Print Name

[Signature]  
Signature

Brent Elliott  
Print Name

**Con-Sur, Inc.**, a Florida corporation

By: [Signature]  
Name: Sheldon McVay  
Title: President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 9 day of February, 2024, by Sheldon McVay, on behalf of Con-Sur, Inc.  
He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



[Signature]  
(Signature of Notary Public)

(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A:** Contract

EXHIBIT A

Prepared By and Return To

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT  
(PINE TREE TRAIL)**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“Agreement”) is made and entered into this 31 day of January 2024, by and between **PINE TREE TRAIL PROPERTY, LLC**, a Florida limited liability company, whose principal address is \_\_\_\_\_ (“Grantor”) in favor of **ASTONIA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“Grantee” or the “District”) (Grantor and Grantee are sometimes together referred to herein as the “Parties”, and separately as the “Party”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in the District, identified as Pine Tree Trail or “Phase Six”, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).



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

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

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

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

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair



such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

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

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

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

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

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges

and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

**"GRANTOR"**

**Pine Tree Trail Property, LLC**, a Florida limited liability company

By: Center State Development 2, LLC, its Manager

By: HRB Land Investments, LLC, its Manager

**WITNESSES:**

*[Signature]*  
Print Name: Brent Elliott  
Address: 4900 Dundee Rd  
Winter Haven, FL 33894

*[Signature]*  
Print Name: Dottie Mobley  
Address: 4900 Dundee Rd  
Winter Haven, FL 33894

*[Signature]*  
By: Harold R. Baxter  
Manager of HRB Land Investments, LLC

STATE OF FLORIDA )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of January, 2024, by Harold R. Baxter, as Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC, Manager of Pine Tree Trail Property, LLC, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**



*[Signature]*  
Signature of Notary Public  
Brent Elliott  
Printed Name of Notary Public

**"GRANTEE"**

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

Signed, sealed and delivered  
in the presence of:

*Karen E. Ritchie*  
Print Name: KAREN E. RITCHIE  
Address: 4900 DUNDEE RD  
WINTER HAVEN, FL 33884

*E. Heath*  
Chairperson, Board of Supervisors

*Dottie Mobley*  
Print Name: Dottie Mobley  
Address: 4900 Dundee Rd  
Winter Haven, FL 33884

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of January 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Astonia Community Development District.

*Karen E. Ritchie*  
(Official Notary Signature & Seal)  
Name: KAREN E. RITCHIE  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

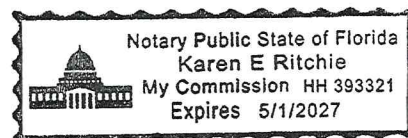


Exhibit A

ASSESSMENT AREA 4 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 THE TWO DESCRIBED PARCELS TOGETHER TALLING 30.97 ACRES, MORE OR LESS.

## SECTION VIII



# CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 31, 2024 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 2024 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, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, 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 2024 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 12, 2024**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. 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 2024 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 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** 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:

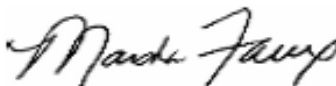
\_\_\_\_\_  
Special District Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



\_\_\_\_\_  
Marsha M. Faux, Property Appraiser

## SECTION IX



# SECTION C

# Astonia CDD

## Field Management Report



March 5<sup>th</sup>, 2024

Allen Bailey

Field Manager

GMS

# Completed

## Signage Maintenance

- Signs were found leaning in various areas of the district. They have been straightened.



## Debris Clean Up

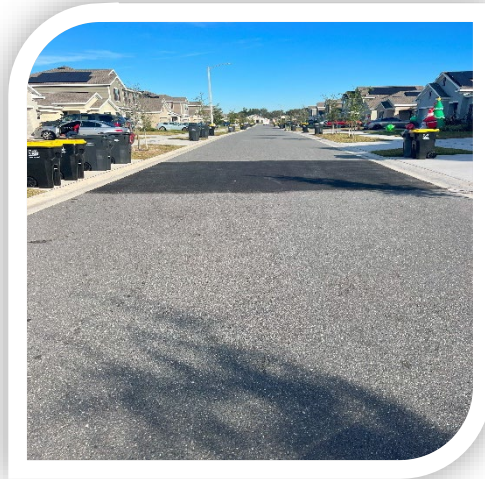


- GMS staff cleaned Astonia of debris and trash on Adventure Ave and Little Zion Rd

# Complete

## James Paul Rd Repair

✚ The repair on James Paul Rd has been completed.



## Landscape Install



✚ New landscaping has been installed at the entrance of Astonia North.



# Complete

## Security Cameras



- ✚ The security system has been installed at the amenity center.
- ✚ We expect this will deter any troublesome behavior at the amenity in the future.

## Dog Park



- ✚ The dog park in phase 3 has rule signs and waste stations installed.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at [abailey@gmscfl.com](mailto:abailey@gmscfl.com). Thank you.

Respectfully,  
Allen Bailey

# SECTION 1

# ESTIMATE

Aquatic Weed Management, Inc.  
PO Box 1259  
Haines City, FL 33845

WATERWEED1@AOL.COM  
+1 (863) 412-1919



## Astonia CDD

Bill to  
Astonia CDD

Estimate details  
Estimate no.: 1384  
Estimate date: 01/02/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>Scope of Work</b> Chateau at Astonia monthly pond herbicide maintenance on 4 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.			\$300.00	\$300.00
Total						<b>\$300.00</b>

Note to customer  
Thank you for your business!



UNPLATTED LANDS

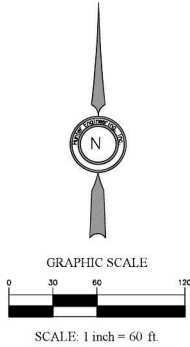
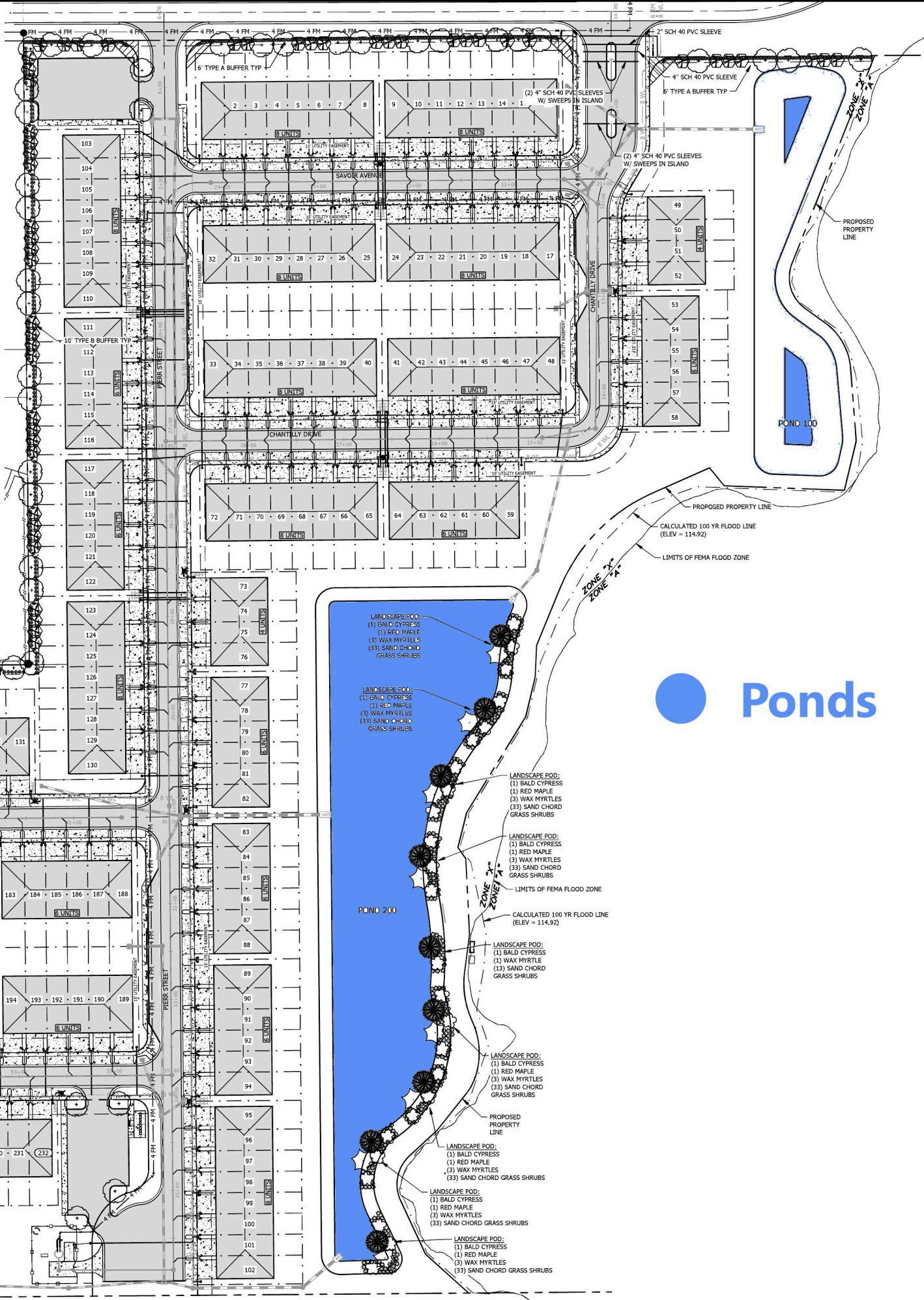
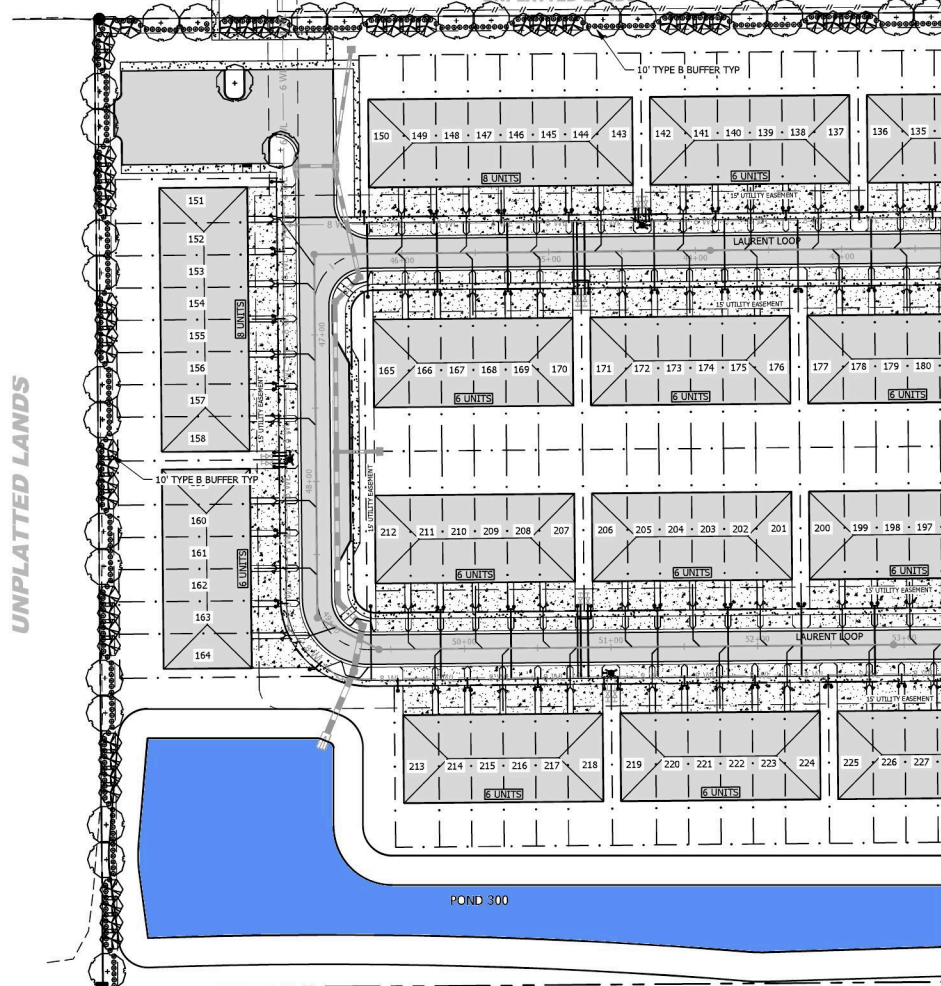
### PLANT LEGEND

Symbol	Latin and Common Names	Specification	Space	Qty.
	Pinus Elliotti 'Densa' Slash Pine	12' oa, 5' sp, 3" cal, 5' min clear trunk	A.S.	64
	Taxodium Distichum Bald Cypress	6' oa, 5' sp, multi trunk	A.S.	9
	Acer Rubrum Red Maple	6' oa, 5' sp, multi trunk	A.S.	8
	Myrica Cerifera Wax Myrtle	6' oa, 5' sp, multi trunk	A.S.	25
	Ilex Vomitoria Yaupon Holly	6' oa, 5' sp, multi trunk	A.S.	103
	Spartina Bakeri Sand Chord Grass	3 gal., 18" oa min, full, plant 30" on center		277
	Viburnum Obovatum "Walters" Walters Viburnum	3 gal., 18" oa min, full, plant 30" on center		726
	Paspalum notatum * Argentine Bahia	100% Weed/Insect/Disease Free, Laid Tight	Solid	--

\* Provide Alternative Unit Pricing For Floritarm St. Augustine Sod.

### BUFFER REQUIREMENTS

Perimeter Location	Adjacent Use	Adjacent Land Use Class	Required Buffer Type Name
North	Roadway (Little Zion)	1.	A
North/West	Single Family Residential	2.	B



Ponds

UNPLATTED LANDS

UNPLATTED LANDS

## SECTION 2



Corporate (Orlando/ Polk County)  
200 South F Street  
Haines City, Florida 33844

Tampa  
9513 US 92 East  
Tampa, Florida 33610

(863) 422-5207  
[www.princeandsonsinc.com](http://www.princeandsonsinc.com)

## Landscape Maintenance Proposal Chateau at Astonia

February 26, 2024

Chateau at Astonia CDD  
c/o Allen Bailey, Field Manager  
GMS- Central Florida

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

We hereby propose the following for your review:

### LANDSCAPE MAINTENANCE FOR ATTACHED MAP

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$1,800	\$21,600
Shrub Fertilization	\$80	\$960
Irrigation Inspection	\$180	\$960
<b><u>TOTAL</u></b>	<b><u>\$1,960</u></b>	<b><u>\$23,520</u></b>



# Landscape Maintenance Program

## *Scope of Services*

### TURF CARE

Mowing	<p>Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>40 times</u> per calendar year (St. Augustine). It is anticipated that mowing services shall be provided weekly during the growing season <u>April through September</u> and every other week during the non-growing season or as needed <u>October through March</u>.</p> <p>Bahia lake and pond banks will be mowed <u>19 times</u> per year.</p>
Trimming	<p>Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.</p>
Edging	<p>All turf edges of walks, curbs, and driveways shall be performed every mowing (<u>40 times</u> per year). A soft edge of all bed areas will be performed every other mowing (<u>20 times</u> per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.</p>

### TREE, SHRUB, AND GROUNDCOVER CARE

Pruning	<p>All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of <u>10 times</u> per year to ensure the following:</p> <ul style="list-style-type: none"><li>● Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.</li><li>● Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.</li><li>● The removal of dead, diseased, or injured branches and palms will be performed as needed</li><li>● Ground covers and vines can maintain a neat and uniform appearance.</li></ul>
Weeding	<p>Weeds will be removed from all plant, tree, and flower beds <u>18 times</u> per year. This incorporates <u>2 times</u> per month during the growing season and <u>1 time</u> per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.</p>
Fertilization	<p>Palms and hardwood trees will be fertilized <u>2 times</u> per year. Shrubs and groundcovers will be fertilized <u>4 times</u> per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.</p>
Insect, & Disease Control	<p>All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. Prince and Sons does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.</p>

### IRRIGATION

Overview	<p>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. Prince and Sons will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. Prince and Sons is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.</p>
Inspections	<p>All irrigation zones shall be inspected <u>1 time</u> 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.</p>
Repairs	<p>Any repairs that have been caused by Prince and Sons will be repaired at no cost. All repairs to the irrigation system other than those caused by Prince and Sons will be performed on a time and materials basis with the hourly labor rate being <u>\$60.00</u> per hour. Faults and failures of the irrigation system communicated to Prince and Sons will be addressed in a fair and responsible time period, but Prince and Sons cannot guarantee a specific time response.</p>

MISCELLANEOUS

Clean-Up All non-turf areas will be cleaned with a backpack or street blower to remove debris created by landscaping process. All trash shall be picked up throughout the common areas before each mowing 40 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

OPTIONAL ITEMS & ADDITIONAL SERVICES

- Landscape design & installation
- Annual flower bed design & installation
- Thin & prune trees over 10' in height
- New plant installation
- Sodding and/or Seeding
- Mulching
- Prune Palms over 15' of clear trunk
- Leaf clean-up



# SECTION D

# SECTION 1



# Astoria Community Development District

## Summary of Invoices

November 01, 2023 through February 23, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	11/2/23	244	\$ 255.50
	11/7/23	245-248	\$ 9,382.92
	11/17/23	249-252	\$ 10,432.00
	12/4/23	253-256	\$ 37,178.29
	12/12/23	257-258	\$ 17,438.91
	12/18/23	259-262	\$ 5,649.59
	12/20/23	263	\$ 33,734.53
	12/22/23	264-266	\$ 1,598.59
	1/16/24	267-268	\$ 6,852.58
	1/22/24	269	\$ 296.00
	1/26/24	270-282	\$ 1,406,398.39
	2/13/24	283-285	\$ 5,025.00
	2/16/24	286-287	\$ 22,684.90
	2/23/24	288-289	\$ 3,048.22
<b>Total</b>			<b>\$ 1,559,975.42</b>

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 2/27/24		PAGE 1	
*** CHECK DATES 11/01/2023 - 02/23/2024 ***		ASTONIA CDD-GENERAL FUND													
		BANK A ASTONIA GENERAL FUND													
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE		...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS			VENDOR NAME		STATUS		AMOUNT		.....CHECK..... AMOUNT #		
11/02/23	00011	10/13/23	7580 033 FR#2	202310	300-20700-10100	KILINSKI / VAN WYK PLLC		*		255.50		255.50 000244			
11/07/23	00026	9/15/23	7363-09- SPECIAL ASSESSMENT-S2021	202310	310-51300-31200	AMTEC		*		900.00		900.00 000245			
11/07/23	00027	10/31/23	57140308 PEST CONTROL-OCT23	202310	330-57200-48100	MASSEY SERVICES		*		125.00		125.00 000246			
11/07/23	00013	9/21/23	09212023 771 RESUE DARING-RECLAIM	202308	320-53800-43200			*		126.70					
		9/21/23	217642 REUSE ADVENTURE AVE	202309	320-53800-43200			*		109.81					
		9/21/23	222872 1757 POTABLE IR OCEANIA	202309	320-53800-43200			*		4,080.78					
						POLK COUNTY UTILITIES						4,317.29 000247			
11/07/23	00015	10/25/23	7102678 TRUSTEE FEES-SERIES2020	202310	310-51300-32300	U.S. BANK		*		4,040.63		4,040.63 000248			
11/17/23	00019	8/29/23	16486 MONTHLY POND HERB-AUG23	202308	320-53800-47000			*		575.00					
		8/29/23	16486 N.MONTHLY POND HERB-AUG23	202308	320-53800-47000			*		750.00					
		10/31/23	16813 N.MONTHLY POND HERB-OCT23	202310	320-53800-47000			*		750.00					
		10/31/23	16813 MONTHLY POND HERB-OCT23	202310	320-53800-47000			*		575.00					
						AQUATIC WEED MANAGEMENT, INC						2,650.00 000249			
11/17/23	00021	10/30/23	10935 TRASH COLLECTION-OCT23	202310	330-57200-48200			*		1,325.00		1,325.00 000250			
						CSS CLEAN STAR SERVICES CENTRAL FL									
11/17/23	00023	10/30/23	33531 ISO CARD QTY-750	202310	330-53800-48100			*		3,957.00		3,957.00 000251			
						CURRENT DEMANDS ELECTRICAL &									
11/17/23	00025	11/01/23	20869 POOL MAINTENANCE-NOV23	202311	320-53800-46500			*		2,500.00		2,500.00 000252			
						MCDONNELL CORPORATION DBA RESORT									
						ASTO ASIONIA CDD AGUZMAN									

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/04/23	00028	10/31/23	00059888 202310 310-51300-48000		*	450.26	
			NOT BOS MEETING 10/4/23				
		11/30/23	00060622 202311 310-51300-48000		*	201.18	
			NOT RULEMAKING 11/14/23				
		11/30/23	00060622 202311 310-51300-48000		*	416.73	
			NOT RULEMAKING 11/15/23				
GANNETT FLORIDA LOCALIQ							1,068.17 000253
12/04/23	00001	9/30/23	94 202309 320-53800-48000		*	3,522.37	
			GENERAL MAINT SEPT 23				
		11/01/23	95 202311 310-51300-34000		*	3,343.67	
			MANAGEMENT FEES NOV 23				
		11/01/23	95 202311 310-51300-35100		*	100.00	
			WESBITE ADMIN NOV 23				
		11/01/23	95 202311 310-51300-35200		*	150.00	
			INFORMATION TECH NOV 23				
		11/01/23	95 202311 310-51300-31300		*	833.33	
			DISSEMINATION SVC NOV 23				
		11/01/23	95 202311 330-57200-48300		*	562.50	
			AMENITY ACCESS NOV 23				
		11/01/23	95 202311 310-51300-51000		*	4.39	
			OFFICE SUPPLIES NOV 23				
		11/01/23	95 202311 310-51300-42000		*	39.88	
			POSTAGE NOV 23				
		11/01/23	95A 202310 310-51300-31300		*	250.00	
			DISSEMINATION SVC OCT 23				
		11/01/23	96 202311 320-53800-34000		*	1,391.25	
			FIELD MANAGEMENT NOV 23				
GOVERNMENTAL MANAGEMENT SERVICES-							10,197.39 000254
12/04/23	00011	11/19/23	7832 202310 310-51300-31500		*	2,022.66	
			GENERAL COUNSEL OCT 23				
KILINSKI / VAN WYK PLLC							2,022.66 000255
12/04/23	00012	10/19/23	4652063 202311 300-15500-10000		*	15,593.89	
			1% ADMIN FEE FY24				
		10/19/23	4652064 202311 300-15500-10000		*	8,296.18	
			1% MAINT FEE FY24				
POLK COUNTY PROPERTY APPRAISER							23,890.07 000256
12/12/23	00001	10/31/23	97 202310 320-53800-48000		*	1,148.07	
			GENERAL MAINTENANCE-OCT23				
		12/01/23	98 202312 310-51300-34000		*	3,343.67	
			MANAGEMENT FEES-DEC23				
		12/01/23	98 202312 310-51300-35100		*	100.00	
			WEBSITE MANAGEMENT-DEC23				



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/20/23	00010	8/13/23 9843	202308 320-53800-46200	LANDSCAPE MAINT-1 MOW	*	2,475.00	
		9/01/23 9911	202309 320-53800-46200	LANDSCAPE MAINT-SEP23	*	10,052.82	
		9/12/23 10066	202309 320-53800-46200	LANDSCAPE MAINT-1 MOW	*	2,475.00	
		11/01/23 10619	202311 320-53800-46200	LANDSCAPE MAINT-NOV23	*	14,719.58	
		11/01/23 10619	202311 320-53800-46200	AMENITY-NOV23	*	1,303.24	
		11/01/23 10747	202311 320-53800-46300	INSTALL BAHIA SOD	*	945.00	
		11/08/23 10752	202311 320-53800-47300	REPAIR MAINLINE BREAK	*	341.78	
		11/08/23 10753	202311 320-53800-47300	RPLCD SPRAY HEADS	*	132.61	
		11/29/23 10909	202311 320-53800-47300	IRRIGATION REPAIRS-NOV23	*	1,289.50	
PRINCE & SONS INC.						33,734.53	000263
12/22/23	00029	12/13/23 BW121320	202312 310-51300-11000	SUPERVISOR FEES-12/13/23	*	200.00	
BRIAN WALSH						200.00	000264
1/29/24	00029	12/13/23 BW121320	202312 310-51300-11000	SUPERVISOR FEES-12/13/23	V	200.00-	
BRIAN WALSH						200.00-	000264
12/22/23	00011	12/17/23 8111	202311 310-51300-31500	ATTORNEY SVCS-NOV23	*	1,598.59	
KILINSKI / VAN WYK PLLC						1,598.59	000265
12/22/23	00030	12/13/23 MA121320	202312 310-51300-11000	SUPERVISOR FEES-12/13/23	*	200.00	
MILTON ANDRADE						200.00	000266
1/29/24	00030	12/13/23 MA121320	202312 310-51300-11000	SUPERVISOR FEES-12/13/23	V	200.00-	
MILTON ANDRADE						200.00-	000266
1/16/24	00001	1/01/24 102	202401 310-51300-34000	MANAGEMENT FEES-JAN24	*	3,343.67	
		1/01/24 102	202401 310-51300-35100	WEBSITE MANAGEMENT-JAN24	*	100.00	
		1/01/24 102	202401 310-51300-35200	INFORMATION TECH-JAN24	*	150.00	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		1/01/24 102	202401 310-51300-31300		*	833.33	
			DISSEMINATION SVCS-JAN24				
		1/01/24 102	202401 330-57200-48300		*	562.50	
			AMENITY ACCESS MGMT-JAN24				
		1/01/24 102	202401 310-51300-51000		*	3.01	
			OFFICE SUPPLIES				
		1/01/24 102	202401 310-51300-42000		*	76.30	
			POSTAGE				
		1/01/24 102	202401 310-51300-42500		*	.15	
			COPIES				
		1/01/24 103	202401 320-53800-34000		*	1,391.25	
			FIELD MANAGEMENT-JAN24				
GOVERNMENTAL MANAGEMENT SERVICES-						6,460.21	000267
1/16/24 00022	1/03/24	01032024	202401 310-51300-42000		*	392.37	
			MAILING TAX NOTICES				
JOE G. TEDDER, TAX COLLECTOR						392.37	000268
1/22/24 00011	12/17/23	8113	202401 300-20700-10100		*	296.00	
		032 A2 FR#5					
KILINSKI / VAN WYK PLLC						296.00	000269
TOTAL FOR BANK A						122,818.91	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/26/24	00019	12/20/23 17022	202312 320-53800-47000		*	575.00	
		MONTHLY POND HERB-DEC23					
		12/20/23 17022	202312 320-53800-47000		*	750.00	
		N.MONTHLY POND HERB-DEC23					
				AQUATIC WEED MANAGEMENT, INC			1,325.00 000270
1/26/24	00018	1/26/24 01262024	202401 300-20700-10000		*	2,903.06	
		TRANSFER OF EXCESS					
				ASTONIA CDD/US BANK			2,903.06 000271
1/26/24	00018	1/26/24 01262024	202401 300-20700-10000		*	370,046.26	
		TRANSFER OF S22 TAX RCPTS					
				ASTONIA CDD/US BANK			370,046.26 000272
1/26/24	00018	1/26/24 01262024	202401 300-20700-10000		*	522,608.70	
		TRANSFER OF S21 TAX RCPTS					
				ASTONIA CDD/US BANK			522,608.70 000273
1/26/24	00018	1/26/24 01262024	202401 300-20700-10000		*	260,498.35	
		TRANSFER OF S23 TAX RCPTS					
				ASTONIA CDD/US BANK			260,498.35 000274
1/26/24	00018	1/26/24 01262024	202401 300-20700-10000		*	203,879.47	
		TRANSFER OF S20 TAX RCPTS					
				ASTONIA CDD/US BANK			203,879.47 000275
1/26/24	00021	12/20/23 11350	202312 330-57200-48200		*	1,200.00	
		TRASH COLLECTION-DEC23					
				CSS CLEAN STAR SERVICES CENTRAL FL			1,200.00 000276
1/26/24	00001	11/30/23 100	202311 320-53800-48000		*	912.68	
		GEN REPAIRS/MAINT NOV23					
		11/30/23 101	202311 320-53800-49000		*	1,035.75	
		SOLAR LIGHT INSTA NOV23					
		12/31/23 107	202312 320-53800-48000		*	1,231.49	
		GEN REPAIRS/MAINT DEC23					
				GOVERNMENTAL MANAGEMENT SERVICES-			3,179.92 000277
1/26/24	00020	1/17/24 22178DEC	202312 310-51300-31100		*	125.00	
		REVIEW/APPRVE REQUISITION					
		1/17/24 22178NOV	202311 310-51300-31100		*	125.00	
		REVIEW/APPRVE REQUISITION					
		1/17/24 22178OCT	202310 310-51300-31100		*	500.00	
		REVIEW/APPRVE REQUISITION					
		1/17/24 22179DEC	202312 310-51300-31100		*	125.00	
		BOS MEETING DEC23					

ASTO ASIONIA CDD AGUZMAN

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO..... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	.... #
		1/17/24	22179NOV	202311	310	51300	31100			*	125.00		
			BOS MEETING NOV23										
		1/17/24	22179OCT	202310	310	51300	31100			*	250.00		
			BOS MEETING OCT23										
									HUNTER ENGINEERING, INC.			1,250.00	000278
1/26/24	00011	1/18/24	8532	202312	310	51300	31500			*	3,988.12		
			GENERAL COUNSEL DEC23										
									KILINSKI / VAN WYK PLLC			3,988.12	000279
1/26/24	00027	11/24/23	57140309	202311	330	57200	48100			*	125.00		
			PEST CONTROL-NOV23										
		12/28/23	57140311	202312	330	57200	48100			*	125.00		
			PEST CONTROL DEC23										
									MASSEY SERVICES			250.00	000280
1/26/24	00010	12/01/23	10968	202312	320	53800	46200			*	14,719.58		
			LANDSCAPE MAINT-DEC23										
		12/01/23	10968	202312	320	53800	46200			*	1,303.24		
			AMENITY-DEC23										
		12/11/23	11079	202312	320	53800	47300			*	405.06		
			RPLCD HEADS,NOZZLES,ROTOR										
		1/01/24	11140	202401	320	53800	46200			*	14,719.58		
			LANDSCAPE MAINT-JAN24										
		1/01/24	11140	202401	320	53800	46200			*	1,303.24		
			AMENITY-JAN24										
		1/03/24	11308	202401	320	53800	47300			*	318.81		
			REPLC BROKEN HEADS/ROTORS										
									PRINCE & SONS INC.			32,769.51	000281
1/26/24	00025	1/01/24	21438	202401	320	53800	46500			*	2,500.00		
			POOL MAINTENANCE-JAN24										
									MCDONNELL CORPORATION DBA RESORT			2,500.00	000282
2/13/24	00019	1/31/24	17174	202401	320	53800	47000			*	750.00		
			N. POND HERBICIDE JAN24										
		1/31/24	17174	202401	320	53800	47000			*	575.00		
			POND HERBICIDE JAN24										
									AQUATIC WEED MANAGEMENT, INC			1,325.00	000283
2/13/24	00021	1/31/24	11563	202401	330	57200	48200			*	1,200.00		
			CLEANING SVCS JAN24										
									CSS CLEAN STAR SERVICES CENTRAL FL			1,200.00	000284
2/13/24	00025	2/01/24	21775	202402	320	53800	46500			*	2,500.00		
			POOL MAINTENANCE FEB24										
									MCDONNELL CORPORATION DBA RESORT			2,500.00	000285
									ASTO ASIONIA CDD				
									AGUZMAN				



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/16/24	00001	2/01/24	105 202402 310-51300-34000 MANAGEMENT FEES FEB24		*	3,343.67	
		2/01/24	105 202402 310-51300-35100 WEBSITE ADMIN FEB24		*	100.00	
		2/01/24	105 202402 310-51300-35200 INFORMATION TECH FEB24		*	150.00	
		2/01/24	105 202402 310-51300-31300 DISSEMINATION SVCS FEB24		*	1,041.67	
		2/01/24	105 202402 330-57200-48300 AMENITY ACCESS FEB24		*	562.50	
		2/01/24	105 202402 310-51300-51000 OFFICE SUPPLIES FEB24		*	1.14	
		2/01/24	105 202402 310-51300-42000 POSTAGE FEB24		*	71.85	
		2/01/24	106 202402 320-53800-34000 FIELD MANAGEMENT FEB24		*	1,391.25	
GOVERNMENTAL MANAGEMENT SERVICES-							6,662.08 000286
2/16/24	00010	2/01/24	11577 202402 320-53800-46200 LANDSCAPE MAINT FEB24		*	14,719.58	
		2/01/24	11577 202402 320-53800-46200 AMENITY MAINT FEB24		*	1,303.24	
PRINCE & SONS INC.							16,022.82 000287
2/23/24	00011	2/20/24	8797 202401 310-51300-31500 GENERAL COUNSEL JAN24		*	1,922.40	
KILINSKI / VAN WYK PLLC							1,922.40 000288
2/23/24	00031	2/16/24	9076224 202402 310-51300-42000 PRINTING/POSTAGE/DELIVERY		*	1,125.82	
TRIPLE HERITAGE LLC DBA ACTION MAIL							1,125.82 000289
TOTAL FOR BANK B						1,437,156.51	
TOTAL FOR REGISTER						1,559,975.42	

## SECTION 2

***Astonia***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2023***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Capital Reserve Fund</u>
5	<u>Debt Service Fund - Series 2020</u>
6	<u>Debt Service Fund - Series 2021 A2</u>
7	<u>Debt Service Fund - Series 2021 North Parcel</u>
8	<u>Debt Service Fund - Series 2023</u>
9	<u>Capital Projects Fund - Series 2020</u>
10	<u>Capital Projects Fund - Series 2021 A2</u>
11	<u>Capital Projects Fund - Series 2021 North Parcel</u>
12	<u>Capital Projects Fund - Series 2023</u>
13-14	<u>Month to Month</u>
15	<u>Assessment Receipt Schedule</u>
16	<u>Long Term Debt Schedule</u>

**Astonia**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2023**

	General Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>					
Operating Account	\$ 2,266,708	\$ 29,095	\$ -	\$ -	\$ 2,295,803
Assessment Receivable	\$ (0)	\$ -	\$ -	\$ -	\$ (0)
Due From Developer	\$ -	\$ -	\$ -	\$ 296	\$ 296
Due From General Fund	\$ -		\$ 1,359,936	\$ -	\$ 1,359,936
<b>Investments:</b>					
<u>Series 2020</u>					
Reserve	\$ -	\$ -	\$ 108,689	\$ -	\$ 108,689
Revenue	\$ -	\$ -	\$ 6,493	\$ -	\$ 6,493
Prepayment	\$ -	\$ -	\$ 210	\$ -	\$ 210
Construction	\$ -	\$ -	\$ -	\$ 751	\$ 751
<u>Series 2021 A2</u>					
Reserve	\$ -	\$ -	\$ 558,040	\$ -	\$ 558,040
Revenue	\$ -	\$ -	\$ 41,474	\$ -	\$ 41,474
<u>Series 2021 North Parcel</u>					
Reserve	\$ -	\$ -	\$ 197,686	\$ -	\$ 197,686
Revenue	\$ -	\$ -	\$ 32,546	\$ -	\$ 32,546
<u>Series 2023</u>					
Reserve	\$ -	\$ -	\$ 139,194	\$ -	\$ 139,194
Interest	\$ -	\$ -	\$ 109	\$ -	\$ 109
Revenue	\$ -	\$ -	\$ 3,492	\$ -	\$ 3,492
<b>Total Assets</b>	<b>\$ 2,266,708</b>	<b>\$ 29,095</b>	<b>\$ 2,447,869</b>	<b>\$ 1,047</b>	<b>\$ 4,744,720</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 27,221	\$ -	\$ -	\$ -	\$ 27,221
Contracts Payable	\$ -	\$ -	\$ -	\$ 296	\$ 296
Retainage Payable	\$ -	\$ -	\$ -	\$ 61,938	\$ 61,938
Due To Debt Service	\$ 1,359,936	\$ -	\$ -	\$ -	\$ 1,359,936
<b>Total Liabilities</b>	<b>\$ 1,387,157</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62,234</b>	<b>\$ 1,449,391</b>
<b>Fund Balances:</b>					
Restricted for:					
Debt Service	\$ -	\$ -	\$ 2,447,869	\$ -	\$ 2,447,869
Capital Projects	\$ -	\$ -	\$ -	\$ (61,187)	\$ (61,187)
Assigned for:					
Capital Reserves	\$ -	\$ 29,095	\$ -	\$ -	\$ 29,095
Unassigned	\$ 879,551	\$ -	\$ -	\$ -	\$ 879,551
<b>Total Fund Balances</b>	<b>\$ 879,551</b>	<b>\$ 29,095</b>	<b>\$ 2,447,869</b>	<b>\$ (61,187)</b>	<b>\$ 3,295,329</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 2,266,708</b>	<b>\$ 29,095</b>	<b>\$ 2,447,869</b>	<b>\$ 1,047</b>	<b>\$ 4,744,720</b>

**Astonia**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues</u></b>				
Assesments - Tax Roll	\$ 771,546	\$ 721,962	\$ 721,962	\$ -
Assessments - Direct	\$ 21,464	\$ 10,732	\$ 10,732	\$ -
Miscellaneous Income	\$ -	\$ -	\$ 500	\$ 500
<b>Total Revenues</b>	<b>\$ 793,010</b>	<b>\$ 732,695</b>	<b>\$ 733,195</b>	<b>\$ 500</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
Engineering	\$ 15,000	\$ 3,750	\$ 1,250	\$ 2,500
Attorney	\$ 25,000	\$ 6,250	\$ 7,609	\$ (1,359)
Annual Audit	\$ 6,600	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,500	\$ 6,500	\$ 6,500	\$ -
Arbitrage	\$ 2,250	\$ 900	\$ 900	\$ -
Dissemination	\$ 9,500	\$ 2,375	\$ 2,500	\$ (125)
Trustee Fees	\$ 19,126	\$ 4,041	\$ 4,041	\$ -
Management Fees	\$ 40,124	\$ 10,031	\$ 10,031	\$ -
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Administration	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 100	\$ 25	\$ -	\$ 25
Postage & Delivery	\$ 900	\$ 225	\$ 181	\$ 44
Insurance	\$ 6,695	\$ 6,695	\$ 5,758	\$ 937
Printing & Binding	\$ 200	\$ 50	\$ -	\$ 50
Legal Advertising	\$ 6,250	\$ 1,563	\$ 1,068	\$ 494
Contingency	\$ 2,200	\$ 550	\$ 79	\$ 471
Office Supplies	\$ 250	\$ 63	\$ 12	\$ 51
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 155,870</b>	<b>\$ 46,942</b>	<b>\$ 40,853</b>	<b>\$ 6,089</b>

**Astonia**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b><u>Field Expenditures</u></b>				
Property Insurance	\$ 20,000	\$ 20,000	\$ 15,979	\$ 4,021
Field Management	\$ 16,695	\$ 4,174	\$ 4,174	\$ -
Landscape Maintenance	\$ 245,000	\$ 61,250	\$ 42,098	\$ 19,152
Landscape Replacement	\$ 35,000	\$ 8,750	\$ 945	\$ 7,805
Lake Maintenance	\$ 25,000	\$ 6,250	\$ 3,975	\$ 2,275
Streetlights	\$ 25,500	\$ 6,375	\$ 8,257	\$ (1,882)
Electric	\$ 8,000	\$ 2,000	\$ 6,351	\$ (4,351)
Water & Sewer	\$ 20,000	\$ 5,000	\$ 40,339	\$ (35,339)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Irrigation Repairs	\$ 15,000	\$ 3,750	\$ 2,529	\$ 1,221
General Repairs & Maintenance	\$ 17,000	\$ 4,250	\$ 3,292	\$ 958
Contingency	\$ 10,000	\$ 2,500	\$ 1,079	\$ 1,421
<b>Subtotal Field Expenditures</b>	<b>\$ 439,695</b>	<b>\$ 124,924</b>	<b>\$ 129,019</b>	<b>\$ (4,095)</b>
<b><u>Amenity Expenses</u></b>				
Amenity - Electric	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Amenity - Water	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Internet	\$ 3,000	\$ 750	\$ 219	\$ 531
Pest Control	\$ 720	\$ 180	\$ 375	\$ (195)
Janitorial Service	\$ 15,000	\$ 3,750	\$ 3,725	\$ 25
Security Services	\$ 34,000	\$ 8,500	\$ 3,957	\$ 4,543
Pool Maintenance	\$ 36,000	\$ 9,000	\$ 7,500	\$ 1,500
Amenity Repairs & Maintenance	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Amenity Access Management	\$ 6,750	\$ 1,688	\$ 1,688	\$ -
Contingency	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
<b>Subtotal Amenity Expenditures</b>	<b>\$ 145,470</b>	<b>\$ 36,368</b>	<b>\$ 17,463</b>	<b>\$ 18,904</b>
<b>Total Expenditures</b>	<b>\$ 741,035</b>	<b>\$ 208,233</b>	<b>\$ 187,336</b>	<b>\$ 20,897</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out) - Capital Reserves	\$ (51,975)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (51,975)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 545,859</b>	
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 545,859</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 333,692</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 879,551</b>	

**Astonia**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Expenditures:</u></b>				
Contingency	\$ -	\$ -	\$ 300	\$ (300)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ (300)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (300)</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ 51,975	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 51,975</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 51,975</b>		<b>\$ (300)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 29,395</b>		<b>\$ 29,395</b>	
<b>Fund Balance - Ending</b>	<b>\$ 81,370</b>		<b>\$ 29,095</b>	



**Astonia**  
**Community Development District**  
**Debt Service Fund - Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues</u></b>				
Assessments - Tax Roll	\$ 220,403	\$ 203,879	\$ 203,879	\$ -
Interest	\$ -	\$ -	\$ 3,087	\$ 3,087
<b>Total Revenues</b>	<b>\$ 220,403</b>	<b>\$ 203,879</b>	<b>\$ 206,966</b>	<b>\$ 3,087</b>
<b><u>Expenditures:</u></b>				
Interest Payment - 11/01	\$ 70,319	\$ 70,319	\$ 70,319	\$ -
Principal - 05/01	\$ 75,000	\$ -	\$ -	\$ -
Interest Payment - 05/01	\$ 70,319	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 215,638</b>	<b>\$ 70,319</b>	<b>\$ 70,319</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 4,765</b>	<b>\$ 133,560</b>	<b>\$ 136,647</b>	<b>\$ 3,087</b>
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ (111,136)	\$ (111,136)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (111,136)</b>	<b>\$ (111,136)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 4,765</b>		<b>\$ 25,512</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 78,762</b>		<b>\$ 294,299</b>	
<b>Fund Balance - Ending</b>	<b>\$ 83,527</b>		<b>\$ 319,811</b>	

**Astonia**  
**Community Development District**  
**Debt Service Fund - Series 2021 A2**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b>Revenues:</b>				
Assessments - Direct	\$ 558,500	\$ 522,609	\$ 522,609	\$ -
Interest	\$ -	\$ -	\$ 8,511	\$ 8,511
<b>Total Revenues</b>	<b>\$ 558,500</b>	<b>\$ 522,609</b>	<b>\$ 531,120</b>	<b>\$ 8,511</b>
<b>Expenditures:</b>				
Interest Payment - 11/1	\$ 174,098	\$ 174,098	\$ 174,098	\$ -
Principal Payment - 05/01	\$ 210,000	\$ -	\$ -	\$ -
Interest Payment - 05/01	\$ 174,098	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 558,195</b>	<b>\$ 174,098</b>	<b>\$ 174,098</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 305</b>		<b>\$ 357,023</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 204,197</b>		<b>\$ 766,484</b>	
<b>Fund Balance - Ending</b>	<b>\$ 204,502</b>		<b>\$ 1,123,506</b>	

**Astonia**  
**Community Development District**  
**Debt Service Fund - Series 2021 North Parcel**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b>Revenues:</b>				
Assessments	\$ 395,460	\$ 370,046	\$ 370,046	\$ -
Interest	\$ -	\$ -	\$ 3,693	\$ 3,693
<b>Total Revenues</b>	<b>\$ 395,460</b>	<b>\$ 370,046</b>	<b>\$ 373,740</b>	<b>\$ 3,693</b>
<b>Expenditures:</b>				
Interest Payment - 11/1	\$ 120,155	\$ 120,155	\$ 120,155	\$ -
Principal - 05/01	\$ 155,000	\$ -	\$ -	\$ -
Interest Payment - 05/1	\$ 120,155	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 395,310</b>	<b>\$ 120,155</b>	<b>\$ 120,155</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 150</b>		<b>\$ 253,585</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 149,761</b>		<b>\$ 347,674</b>	
<b>Fund Balance - Ending</b>	<b>\$ 149,911</b>		<b>\$ 601,259</b>	

**Astonia**  
**Community Development District**  
**Debt Service Fund - Series 2023**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues:</u></b>				
Assessments	\$ -	\$ -	\$ 260,498	\$ 260,498
Assessments - Direct	\$ -	\$ -	\$ 120,593	\$ 120,593
Interest	\$ -	\$ -	\$ 1,695	\$ 1,695
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 382,787</b>	<b>\$ 382,787</b>
<b><u>Expenditures:</u></b>				
Interest Payment - 11/1	\$ -	\$ -	\$ 120,593	\$ (120,593)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120,593</b>	<b>\$ (120,593)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 262,194</b>	<b>\$ 503,380</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ 109	\$ 109
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109</b>	<b>\$ 109</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 262,303</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 140,991</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 403,293</b>	

**Astonia**  
**Community Development District**  
**Capital Projects Fund - Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues:</u></b>				
Interest	\$ -	\$ -	\$ 92	\$ 92
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92</b>	<b>\$ 92</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ 115,803	\$ (115,803)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115,803</b>	<b>\$ (115,803)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (115,712)</b>	<b>\$ 115,895</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ 111,136	\$ 111,136
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111,136</b>	<b>\$ 111,136</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ (4,576)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 5,327</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 751</b>	

**Astonia**  
**Community Development District**  
**Capital Projects Fund - Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b>Revenues:</b>				
Developer Contribution	\$ -	\$ -	\$ 296	\$ 296
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 296</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 296	\$ (296)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 296</b>	<b>\$ (296)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (61,937)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (61,937)</b>	

**Astonia**  
**Community Development District**  
**Capital Projects Fund - Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues:</u></b>				
Developer Contributions	\$ -	\$ -	\$ 256	\$ 256
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 256</b>	<b>\$ 256</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ 256	\$ (256)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 256</b>	<b>\$ (256)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ -</b>	

**Astonia**  
**Community Development District**  
**Capital Projects Fund - Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b><u>Revenues:</u></b>				
Interest	\$ -	\$ -	\$ 1	\$ 1
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 1</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ (109)	\$ (109)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (109)</b>	<b>\$ (109)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ (107)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 107</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ -</b>	



**Astoria**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessment - Tax Roll	\$ -	\$ 37,833	\$ 684,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	721,962
Assessment - Direct	\$ 10,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,732
Miscellaneous Income	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
<b>Total Revenues</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>733,195</b>
<b>Expenditures:</b>													
<b><i>Administrative</i></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ 750	\$ 250	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Attorney	\$ 2,023	\$ 1,599	\$ 3,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,609
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,500
Arbitrage	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Dissemination	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,041
Management Fees	\$ 3,344	\$ 3,344	\$ 3,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,031
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 114	\$ 40	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	181
Insurance	\$ 5,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,758
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 450	\$ 618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,068
Contingency	\$ 39	\$ -	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	79
Office Supplies	\$ 4	\$ 4	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 25,180</b>	<b>\$ 6,938</b>	<b>\$ 8,735</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>40,853</b>

**Astoria**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b><u>Field Services</u></b>													
Property Insurance	\$ 15,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,979
Field Management	\$ 1,391	\$ 1,391	\$ 1,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,174
Landscape Maintenance	\$ 10,053	\$ 16,023	\$ 16,023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42,098
Landscape Replacement	\$ -	\$ 945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	945
Lake Maintenance	\$ 1,325	\$ 1,325	\$ 1,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,975
Streetlights	\$ 2,905	\$ 2,678	\$ 2,674	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,257
Electric	\$ 1,440	\$ 3,525	\$ 1,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,351
Water & Sewer	\$ 6,073	\$ 29,377	\$ 4,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,339
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ 361	\$ 1,764	\$ 405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,529
General Repairs & Maintenance	\$ 1,148	\$ 913	\$ 1,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,292
Contingency	\$ -	\$ 1,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,079
<b>Subtotal Field Expenses</b>	<b>\$ 40,675</b>	<b>\$ 59,021</b>	<b>\$ 29,323</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>129,019</b>
<b><u>Amenity Expenses</u></b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ 73	\$ 73	\$ 73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	219
Pest Control	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	375
Janitorial Service	\$ 1,325	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,725
Security Services	\$ 3,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,957
Pool Maintenance	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,500
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ 563	\$ 563	\$ 563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,688
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Amenity Expenses</b>	<b>\$ 8,542</b>	<b>\$ 4,460</b>	<b>\$ 4,460</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>17,463</b>
<b>Total Maintenance</b>	<b>\$ 49,218</b>	<b>\$ 63,481</b>	<b>\$ 33,784</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>146,483</b>
<b>Total Expenditures</b>	<b>\$ 74,398</b>	<b>\$ 70,419</b>	<b>\$ 42,519</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>187,336</b>
<b><u>Other Financing Sources/(Uses)</u></b>													
Transfer In/Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (73,898)</b>	<b>\$ (70,419)</b>	<b>\$ (42,519)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>545,859</b>

**Astonia**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2024**

**ON ROLL ASSESSMENTS**

Gross Assessments	\$829,618.04	\$	234,281.01	\$	600,537.63	\$	425,225.81	\$	299,342.64	\$	2,389,005.13
Net Assessments	\$771,544.78	\$	217,881.34	\$	558,500.00	\$	395,460.00	\$	278,388.66	\$	\$2,221,774.77

**ASSESSED THROUGH COUNTY**

								35%	10%	25%	18%	13%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	2020 Debt Service	2021 Debt Service: AA2	2021 Debt Service: North	2023 Debt Service	Total
11/14/23	10/01/23-10/31/23	\$ 21,302.53	\$ (852.10)	\$ (409.01)	\$ -	\$ -	\$ 20,041.42	\$ 6,959.69	\$ 1,965.39	\$ 5,037.92	\$ 3,567.23	\$ 2,511.19	\$ 20,041.42
11/17/23	11/01/23-11/05/23	\$ 61,073.53	\$ (2,443.10)	\$ (1,172.61)	\$ -	\$ -	\$ 57,457.82	\$ 19,953.10	\$ 5,634.68	\$ 14,443.49	\$ 10,227.08	\$ 7,199.47	\$ 57,457.82
11/24/23	11/06/23-11/12/23	\$ 33,424.67	\$ (1,337.03)	\$ (641.75)	\$ -	\$ -	\$ 31,445.89	\$ 10,920.07	\$ 3,083.78	\$ 7,904.73	\$ 5,597.14	\$ 3,940.17	\$ 31,445.89
12/8/23	11/13/23-11/22/23	\$ 204,652.36	\$ (8,186.18)	\$ (3,929.32)	\$ -	\$ -	\$ 192,536.86	\$ 66,861.33	\$ 18,881.39	\$ 48,399.07	\$ 34,270.18	\$ 24,124.89	\$ 192,536.86
12/21/23	11/23/23-11/30/23	\$ 1,808,111.56	\$ (72,326.19)	\$ (34,715.71)	\$ -	\$ -	\$ 1,701,069.66	\$590,722.08	\$ 166,817.69	\$ 427,607.43	\$ 302,778.22	\$ 213,144.24	\$1,701,069.66
12/29/23	12/01/23-12/15/23	\$ 106,056.31	\$ (3,675.02)	\$ (2,047.63)	\$ -	\$ -	\$ 100,333.66	\$ 34,842.37	\$ 9,839.36	\$ 25,221.44	\$ 17,858.67	\$ 12,571.82	\$ 100,333.66
12/31/23	INV#4652063	\$ -	\$ -	\$ -	\$ -	\$ (15,593.89)	\$ (15,593.89)	\$ (5,415.21)	\$ (1,529.24)	\$ (3,919.92)	\$ (2,775.60)	\$ (1,953.92)	\$ (15,593.89)
12/31/23	INV#4652064	\$ -	\$ -	\$ -	\$ -	\$ (8,296.18)	\$ (8,296.18)	\$ (2,880.97)	\$ (813.58)	\$ (2,085.46)	\$ (1,476.66)	\$ (1,039.51)	\$ (8,296.18)
Total		\$ 2,234,620.96	\$ (88,819.62)	\$ (42,916.03)	\$ -		\$ 2,078,995.24	\$721,962.46	\$ 203,879.47	\$ 522,608.70	\$ 370,046.26	\$ 260,498.35	\$ 2,078,995.24

93.57%	Net Percent Collected
\$ 142,779.53	Balance Remaining to Collect

**DIRECT BILL ASSESSMENTS**

Pine Tree Trail Property, LLC				Net Assessments	\$ 21,464.25	\$ 21,464.25
2024-01						
Date Received	Due Date	Check Number		Net Assessed	Amount Received	General Fund
10/12/23	10/1/23	1024		\$ 10,732.13	\$ 10,732.13	\$ 10,732.13
	2/1/24			\$ 5,366.06		
	5/1/24			\$ 5,366.06		
				\$ 21,464.25	\$ 10,732.13	\$ 10,732.13

**Astonia**  
**Community Development District**  
**Long Term Debt Report**

<b>SERIES 2020, SPECIAL ASSESSMENT BONDS</b>	
INTEREST RATES:	2.750%, 3.375%, 4.000%
MATURITY DATE:	5/1/2051
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$108,689
RESERVE FUND BALANCE	\$108,689
BONDS OUTSTANDING - 3/17/21	\$3,830,000
SPECIAL CALL - 02/01/22	(\$40,000)
PRINCIPAL PAYMENT - 05/01/22	(\$70,000)
SPECIAL CALL - 05/01/22	(\$10,000)
PRINCIPAL PAYMENT - 05/01/23	(\$75,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$3,635,000</b>

<b>SERIES 2021, AREA 2 SPECIAL ASSESSMENT BONDS</b>	
INTEREST RATES:	2.50%, 3.00%, 3.20%, 4.00%
MATURITY DATE:	5/1/2052
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$558,040
RESERVE FUND BALANCE	\$558,040
BONDS OUTSTANDING - 7/20/21	\$10,065,000
PRINCIPAL PAYMENT - 05/01/23	(\$205,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$10,065,000</b>

<b>SERIES 2021, NORTH PARCEL SPECIAL ASSESSMENT BONDS</b>	
INTEREST RATES:	2.50%, 3.00%, 3.20%, 4.00%
MATURITY DATE:	5/1/2052
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$197,686
RESERVE FUND BALANCE	\$197,686
BONDS OUTSTANDING - 7/20/21	\$7,155,000
PRINCIPAL PAYMENT - 05/01/22	(\$145,000)
PRINCIPAL PAYMENT - 05/01/23	(\$150,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$7,155,000</b>

<b>SERIES 2023, AREA 3 SPECIAL ASSESSMENT BONDS</b>	
INTEREST RATES:	4.350%, 5.125%, 5.375%
MATURITY DATE:	6/15/2053
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$139,194
RESERVE FUND BALANCE	\$139,194
BONDS OUTSTANDING - 05/23/23	\$4,165,000
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$4,165,000</b>