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*JPWard and Associates LLC*

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*TOTAL Commitment to Excellence*

# *Flow Way*

*Community Development District*

*Board of Supervisors*

*March 21, 2017*



*Visit our web site at: [www.flowwaycdd.org](http://www.flowwaycdd.org)*

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# FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

March 13, 2017

Board of Supervisors  
Flow Way Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Flow Way Community Development District will be held on **Tuesday, March 21, 2017 at 3:00 p.m.** at the **offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**

1. Call to Order & Roll Call.
2. Consideration of Minutes
  - a) Regular Meeting – January 17, 2017
3. **CONSIDERATION OF RESOLUTION 2017-8 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
4. **CONSIDERATION OF RESOLUTION 2017-9 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON APRIL 25, 2017, 2017 AT 3:00 P.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**
5. **CONSIDERATION OF RESOLUTION 2017-10 OF THE BOARD OF SUPERVISORS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2016-10 WHICH DESIGNATED THE DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE**

**DISTRICT FOR FISCAL YEAR 2017 TO PROVIDE FOR A LOCATION CHANGE BEGINNING WITH THE MAY 16, 2017 MEETING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

6. Consideration of Utility and Water Management Facilities for Dillillo Annexation Parcel
  - a) Acceptance of Utility Easement, Attorney's Affidavit, Warranty Deed and Bill of Sale, from Taylor Morrison of Esplanade Naples, LLC to the District.
  - b) Issuance of Promissory Note from District to Taylor Morrison of Esplanade Naples, LLC. – Requisition 6 - \$320,108.20
  - c) Issuance of Warranty Deed, Bill of Sale, Owner's Affidavit from District to Collier County and acceptance of Attorney's affidavit from District Attorney.
  - d) Access, Utility and Irrigation Easement from Taylor Morrison of Esplanade Naples, LLC to the District
  - e) Assignment of Dedications from Esplanade Golf and Country Club of Naples, Inc to CDD.
  - f) Assignment of Reservations from Taylor Morrison Esplanade Naples, LLC to CDD.
  - g) Drainage Easement from Taylor Morrison Esplanade Naples, LLC to CDD
  - h) Bill of Sale – Water Management System – Taylor Morrison of Esplanade Naples, LLC – Requisition 6 – to CDD
  - i) Owner's Affidavit – Requisition Marked 6 – s/b 7– Taylor Morrison of Florida, Inc.
  - j) Promissory Note – from CDD to Taylor Morrison – Requisition 6 s/b 7 \$237,874.52
  - k) Bill of Sale – Water Management System – Taylor Morrison of Esplanade Naples, LLC – Requisition 7 – s/b 8 – to CDD.
  - l) Owner's Affidavit – Requisition 7 s/b 8 – Taylor Morrison of Florida, Inc.
  - m) Promissory Note – From CDD to Taylor Morrison – Requisition 7 s/b 8 - \$239,348.40
7. Staff Reports
  - a) District Attorney
  - b) District Engineer
  - c) District Manager
    - l. Financial Statements - February 28, 2017
8. Supervisor's Requests and Audience Comments
9. Adjournment

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The second item on the agenda is consideration of the minutes of the January 17, 2017 meeting.

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The third and fourth item on the agenda is the start of the process by the District to levy capital assessments on the land which was annexed into the District. This is the same process we have been through many times before, however, with one notable exception, both the Engineer's report and Assessment Methodology that were previously prepared for the issuance of the Series 2016 – Phase 5 bonds contemplated that a portion of the funds from the issuance of those bonds would be utilized for the annexed lands.

There are 47 new 52' lots that were established on the annexed lands – and the assessment on the newly established 52' lots will be included in the unit mix of the Series 2016 – Phase 5 area, essentially lowering the assessments on the all 52' lots to \$20,920.15 from \$40,585.08 per lot. This will lower the ESTIMATED annual assessment on all 52' lots in this bond issue to \$1,440.77 per unit per year.

**The Public Hearing on the assessments is scheduled for Tuesday, April 25, 2017 at 3:00 P.M. at the offices of Coleman, Yovanovich & Koester, 4001 N. Tamiami Trail, Suite 300, Naples, Florida 34103.**

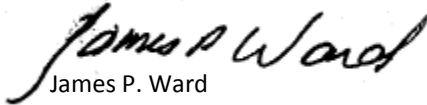
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The fifth item on the agenda is consideration of resolution 2017-10 which amends the location of the board meetings beginning with the May 16, 2017 meeting, to the Esplanade Golf and Country Club, Sales Center, 8705 Cavano Street. Naples, Florida 34119. The meeting time and dates have NOT changed. They will still be the third Tuesday of each month at 3:00 P.M.

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The balance of the agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

**Flow Way Community Development District**



James P. Ward  
District Manager  
Enclosures

**MINUTES OF MEETING OF THE  
FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Flow Way Community Development District for **Tuesday, January 17, 2017, at 3:00 p.m.**, at the **Offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**

**Present and constituting a quorum were:**

Anthony Burdett	Assistant Secretary
Skip Adams	Assistant Secretary
Chris Niremberg	Assistant

**Absent were:**

Steve Reiter	Assistant Secretary
Dave Truxton	Assistant Secretary

**Also Present were:**

James Ward	District Manager
Greg Urbancic	District Counsel
David Williams	District Engineer

**1. Call to Order & Roll Call**

Mr. Ward called the meeting to order at 3:00 p.m., and roll call determined that all members of the Board were present with the exception of Supervisor Reiter and Supervisor Truxton.

**2. Consideration of Minutes**

- i. Regular Meetings – October 18, 2016, November 8, 2016, November 22, 2016

**Motion was made by Mr. Adams and seconded by Mr. Niremberg to approve the minutes of the three regular meetings described above, and with all in favor, the motion was approved.**

- ii. Landowners' Meeting – November 8, 2016

**Motion was made by Mr. Adams and seconded by Mr. Nirenberg to approve the minutes of the Landowners' Meeting of November 8, 2016, and with all in favor, the motion was approved.**

**3. Consideration of Utility Facilities for Parcel D-2**

- i. Mr. Ward stated the primary purpose of the meeting was to accept Utility facilities for Parcel D-2 and also to authorize the issuance of the Warranty Deed, Bill of Sale and the Owner's Affidavit to Collier County for the same utilities for Parcel D-2. He added that the documents were the same as all other utility acceptances and conveyances with the only difference being that they were also issuing to Taylor-Morrison a Promissory Note in the amount of the value of the infrastructure to be dedicated, which was \$131,936.66. He said this amount was anticipated to be paid from the 2015 Phase 5 Bonds, once the procedure of assessing the lands that were annexed into the district in December for assessment purposes was complete.

**Motion was made by Mr. Burdett and seconded by Mr. Adams to accept the Utility Facilities for Parcel D-2, and to issue the Promissory Note, Deed, Bill of Sale, and the Owner's Affidavit to Collier County, and with all in favor, the motion was approved.**

**4. Staff Reports**

- a) District Counsel

Mr. Urbancic reported the expansion was complete and the amended Notice of Establishment of the District was recorded. He said the bonds had been closed and prior requisitions had been funded. He added when the additional Phase 5 becomes authorized, more funds will be available.

- b) District Engineer – No report
- c) District Manager - No report

**8. Supervisor's Requests and Audience Comments**

- i. No discussion from the Board or audience.

9. Adjournment

**Motion was made by Mr. Adams and seconded by Mr. Niremberg to adjourn the meeting, and with all in favor, was approved.**

The meeting was adjourned at 3:06 p.m.

Flow Way Community Development District

\_\_\_\_\_  
James Ward, Secretary

\_\_\_\_\_  
David Truxton, Chairman

**RESOLUTION NO. 2017-8**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of Flow Way Community Development District (the "Board") has previously levied special assessments against certain property within the boundaries of Flow Way Community Development District (the "District") encompassing approximately 39.3 acres of land ("Existing Phase 5 Assessment Area") pursuant to Resolutions 2017-2, 2017-3 and 2017-7 ("Prior Assessment Resolutions") based upon an engineer's report and a special assessment methodology report referenced in the Prior Assessment Resolutions; and

**WHEREAS**, the external boundaries of the District have been modified through the adoption of Ordinance 2016-35 by the Board of County Commissioners of Collier County, Florida to include a parcel of land, the area of which parcel is approximately 19.66 acres and which is legally described on Exhibit "A" attached hereto and made a part hereof (the "Expansion Parcel"). The Expansion Parcel is intended to be part of Phase 5 as described in the Supplemental Engineer's Report (as defined below); and

**WHEREAS**, as a result of the expansion of the District, the Board intends by this Resolution to commence the assessment process required pursuant to Florida law as to the land comprising the Expansion Parcel. Further, in connection with the levying of the special assessments against the Expansion Parcel, the Board intends to modify the special assessments levied against the Existing Phase 5 Assessment Area pursuant to the Prior Assessment Resolutions; and

**WHEREAS**, the Board of Supervisors of Flow Way Community Development District (the "Board") hereby determines to undertake, install, plan, establish, construct, reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain public improvements for Phase 5 described in that certain Flow Way Community Development District Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013 ("Master Engineer's Report"), as supplemented by that certain Flow Way Community Development District Phase 5 Engineer's Report for the 2016 Project prepared by Waldrop Engineering, Inc. and dated October 2016 ("Supplemental Engineer's Report"). Both the Master Engineer's Report and the Supplemental Engineer's Report are maintained on file at the offices of the District Manager, JP Ward & Associates, LLC, 2041 NE 6<sup>th</sup> Terrace, Wilton Manors, FL 33305 and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and are incorporated herein by reference. The public improvements associated with Phase 5 and the Phase 5 Project, which are more particularly described in the Supplemental Engineer's Report, are hereinafter referred to as the "Improvements"; and

**WHEREAS**, Flow Way Community Development District (the "District") is empowered by Chapter 190, the Uniform Community Development District Act of 1980 (as amended), Chapter 170, Supplemental and Alternative



Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments (as defined below); and

**WHEREAS**, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190, and 197, Florida Statutes against the Expansion Parcel (the "Assessments") in addition to the special assessments previously levied against the Existing Phase 5 Assessment Area pursuant to the Prior Assessment Resolutions; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property benefited by the Improvements, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in that certain Final Special Assessment Report for Flow Way Community Development District, Series 2016 - Phase 5 Capital Improvement Program prepared by JPWard & Associates, LLC and dated November 10, 2016 (the "Assessment Report"), a copy of which is maintained on file at the offices of the District Manager, JPWard & Associates, LLC, 2041 NE 6<sup>th</sup> Terrace, Wilton Manors, FL 33305 and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103, and which report is incorporated herein by reference; and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property benefited by the Improvements.

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

**Section 1.** The foregoing recitals are hereby incorporated as the findings of the Board.

**Section 2.** Assessments shall be levied upon the Expansion Parcel to defray a portion of the cost of the Improvements.

**Section 3.** The nature and general location of, and plans and specifications for, the Improvements are described in the Engineer's Report and maintained on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

**Section 4.** The total estimated cost of the Improvements is approximately \$10,951,238.09 (the "Estimated Cost").

**Section 5.** The Assessments against the Expansion Parcel will defray approximately \$983,247.05 in bonded indebtedness which includes, without limitation, the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency.

**Section 6.** The manner in which the Assessments shall be apportioned against the Expansion Parcel and paid is set forth in the Assessment Report (which report is incorporated herein by reference), including provisions for supplemental assessment resolutions. The Assessment Report is also available on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

**Section 7.** The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands within the Expansion Parcel, which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

**Section 8.** There is on file in the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager’s Office, an assessment plat showing the Expansion Parcel to be assessed, with the plans and specifications describing the Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

**Section 9.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in the Assessment Report, which shows the lots and lands assessed within the Expansion Parcel, the amount of benefit to and the Assessment against each lot or parcel of land and the number of annual installments into which such Assessment may be divided, which is hereby adopted and approved as the District’s preliminary assessment roll.

**Section 10.** Commencing with the year in which the Assessments are certified for collection and subsequent to any capitalized interest period, the Assessments shall be paid in not more than (30) thirty yearly installments, which installments shall include principal and interest as calculated in accordance with the Assessment Report. The Assessments shall be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District otherwise determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law.

**Section 11.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

**Section 12.** The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Collier County and to provide mailed notices to the owners of the property subject to the proposed Assessments and such other notice as may be required by law or deemed in the best interest of the District.

**Section 13.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**Section 14.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**Section 15.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of March, 2017.

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

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\_\_\_\_\_

James P. Ward, Secretary

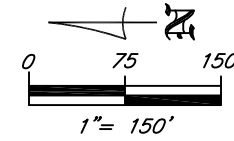
David Truxton, Chairman

Reports Incorporated By Reference:

- Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013, as supplemented by that certain Flow Way Community Development District Phase 5 Engineer's Report for the 2016 Project prepared by Waldrop Engineering, Inc. and dated October 2016
- Final Special Assessment Report for Flow Way Community Development District, Series 2016 - Phase 5 Capital Improvement Program prepared by JPWard & Associates, LLC and dated November 10, 2016

Exhibit "A"  
Expansion Parcel Legal Description

EAST 1/2  
NE 1/2  
SE 1/4  
SECTION 22  
OR 4625 PG. 278



DESCRIPTION

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 30 FEET THEREOF AS ACCESS EASEMENT FOR HIGHWAY RIGHT-OF-WAY, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE NORTH 00°38'11" WEST, ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, SAID LINE ALSO BEING THE NORTH BOUNDARY OF TRACT "O1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 1303.30 FEET; THENCE DEPARTING THE BOUNDARY OF SAID TRACT "O1", NORTH 89°59'08" EAST, A DISTANCE OF 655.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 00°44'05" EAST, ALONG SAID FRACTION, A DISTANCE OF 1303.59 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°59'29" WEST, ALONG SAID FRACTION, A DISTANCE OF 658.03 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 19.7 ACRES, OR 856,182 SQUARE FEET, MORE OR LESS.

NORTH 1/2  
WEST 1/2  
SE 1/4  
SECTION 22  
OR 4494 PG. 2443

S. LINE W. 1/2 N.E. 1/4 S.E. 1/4 SEC. 22-48-26  
S 89°59'29" E 658.03'

S 00°44'05" E

E. LINE W. 1/2 N.E. 1/4 S.E. 1/4 SEC 22-48-26

1303.59'

PART OF SECTION 22-48-26  
W 1/2 OF NE 1/4 OF SE 1/4  
LESS NORTH 30 FEET

CONTAINING 19.7 ACRES, MORE OR LESS  
(VACANT)

655.41'

N 89°59'08" E

N 00°38'11" W (B.O.B.)

W. LINE W. 1/2 N.E. 1/4 S.E. 1/4 SEC 22-48-26

1303.30'

P.O.B.  
S.W. CORNER  
OF THE N.E. 1/4  
OF THE S.E. 1/4  
SECTION 22-48-26

TRACT "O1"

ESPLANADE GOLF AND COUNTRY  
CLUB OF NAPLES  
P.B. 53, PGS. 1-64

ESPLANADE BOULEVARD  
TRACT "R1"

15' B.E.

BY:

JOHN SCOTT RHODES PSM #5739

SKETCH AND DESCRIPTION

DILLILO PARCEL

RHODES & RHODES  
LAND SURVEYING, INC.  
LICENSE #LB 6897

date:  
AUGUST 30, 2016

scale:  
1" = 150'

cadd file:  
2016-843 DILLILO BND SK

28100 BONITA GRANDE DRIVE SUITE 107  
BONITA SPRINGS, FL 34135  
(239) 405-8166 (239) 405-8163 FAX

PSM:

JSR

drawn:

CLJ

checked:

MMR

view:

SKETCH

project#:

2012-93

sheet #:

1 of 1

ABBREVIATIONS

P.O.B. = POINT OF BEGINNING  
B.O.B. = BASIS OF BEARING  
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER  
L.B.# = LICENSED BUSINESS NUMBER  
B.E. = BUFFER EASEMENT  
OR = OFFICIAL RECORD BOOK  
P.B. = PLAT BOOK  
PGS = PAGES

NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF THE WEST 1/2 OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, 53, PAGES 1 THROUGH 64 (INCLUSIVE), AS BEING NORTH 00°38'11" WEST AND RELATE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA ZONE EAST, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90).
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

\*NOT A SURVEY\*

RESOLUTION NO. 2017-9

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON APRIL 25, 2017 AT 3:00 P.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors ("Board") of Flow Way Community Development District ("District") has previously adopted Resolution No. 2017-8 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in accordance with Resolution No. 2017-8, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JPWard & Associates, LLC, 2041 NE 6 Terrace, Wilton Manors, Florida 33305.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT:**

1. There is hereby declared a public hearing to be held on April 25, 2017 at 3:00 p.m., at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida, 34103, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JPWard & Associates, LLC, 2041 NE 6 Terrace, Wilton Manors, Florida 33305. Said preliminary assessment roll indicates the areas to be improved, description of the project to be assessed and the amount expected to be assessed to each benefited piece or parcel of property. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and

submit same to the office of the District Manager at JPWard & Associates, LLC, 2041 NE 6 Terrace, Wilton Manors, Florida 33305.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation published within Collier County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days’ written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 or the offices of the District Manager at JPWard & Associates, LLC, 2041 NE 6 Terrace, Wilton Manors, Florida 33305. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of March, 2017.

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
David Truxton, Chairman

## RESOLUTION 2017-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2016-10 WHICH DESIGNATED THE DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2017 TO PROVIDE FOR A LOCATION CHANGE BEGINNING WITH THE MAY 16, 2017 MEETING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Flow Way Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, in accordance with the provisions of Chapter 189.415, Florida Statutes, the District is required to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities; and

**WHEREAS**, in accordance with the above referenced Statute, the District shall also publish quarterly, semiannually, or annually its regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located and shall appear in the legal notices section of the classified advertisements;

**WHEREAS**, the District desires to amend the location of meeting beginning with the May 16, 2017 meeting, to the Esplanade Golf and Country Club, Sales Office, 8705 Cavano Street, Naples, Florida 34119.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**

#### **SECTION 1. DESIGNATION OF DATES, TIME AND LOCATION OF REGULAR MEETINGS FOR THE PERIOD BEGINNING MAY 17, 2017 THROUGH THE END OF THE FISCAL YEAR, WHICH IS SEPTEMBER 30, 2017.**

- a. **Date:** The third Tuesday of each month for Fiscal Year 2017, for the period May 17, 2017 through September 30, 2017.
- b. **Time:** 3:00 P.M. (Eastern Standard Time)
- c. **Location:** The Esplanade Golf and Country Club, 8705 Cavano Street, Naples, Florida 34119.

**SECTION 2. SUNSHINE LAW AND MEETING CANCELATIONS AND CONTINUATIONS.** The meetings of the Board of Supervisors are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District by and through its District Manager may cancel any meeting of the Board of Supervisors and all meetings may be continued to a date, time, and place to be specified on the record at the hearings or meeting.



**RESOLUTION 2017-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2016-10 WHICH DESIGNATED THE DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2017 TO PROVIDE FOR A LOCATION CHANGE BEGINNING WITH THE MAY 16, 2017 MEETING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage

**PASSED AND ADOPTED** this 21<sup>st</sup> day of March, 2017.

**ATTEST:**

**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
David Truxton, Chairman

**DEED OF UTILITY EASEMENT**  
**(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)**  
**(Dilillo Parcel)**

THIS UTILITY EASEMENT (UE), is granted and conveyed as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, as Grantor, to **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, as Grantee.

WITNESSETH: That Grantor for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration paid by Grantee, receipt of which by is hereby acknowledged by Grantor, hereby conveys, grants, bargains and sells unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, right and privilege to enter upon and to install, relocate, repair and/or otherwise maintain utility system(s) and utility facilities, and/or portion(s) thereof, in, on, over and under the following described lands located in Collier County, Florida, to wit:

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dilillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

TO HAVE AND TO HOLD the same unto Grantee, its successors and/or assigns, together with the right and privilege to enter upon said land to excavate, relocate and/or take and/or introduce materials for the purpose of constructing, operating, relocating, repairing and/or otherwise maintaining the subject utility facilities and/or system(s) or portion(s) thereof, in, on, over and/or under the easement area. Grantor and Grantee are used for singular or plural, as the context allows.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

TAYLOR MORRISON ESPLANADE NAPLES, LLC,  
a Florida limited liability company

Witnesses:

By: TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation, its Manager and Majority  
Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

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

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

Drafted by and return to:

Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103

**UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE**  
**(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)**  
**(Dilillo Parcel)**

THIS INDENTURE made as of this \_\_\_ day of \_\_\_\_\_, 2017, between **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (hereinafter referred to as “Grantor”), and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

TAYLOR MORRISON ESPLANADE NAPLES, LLC,  
a Florida limited liability company

Witnesses:

By: TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation, its Manager and Majority  
Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

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

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**Exhibit "A"**  
**Legal Description**

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

**OWNER'S AFFIDAVIT**  
**(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)**  
**(Dilillo Parcel)**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is \_\_\_\_\_. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.
2. I am the \_\_\_\_\_ of **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, the manager and majority member of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, the owner of that certain real property located within Collier County, Florida, and described on Exhibit "A".
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.
4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.
5. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to hold Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, material-man, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of Owner. Affiant is used as singular or plural, as the context requires.
6. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached Exhibit "A".

*Signatures appear on the following page.*

**FURTHER AFFIANT SAYETH NAUGHT.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:



**Exhibit "A"**  
**Legal Description**

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dilillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

**PROMISSORY NOTE**

(Dilillo Parcel)

**\$320,108.20**

Collier County, Florida

Date: March \_\_\_\_, 2017

FOR VALUE RECEIVED, **FLOW WAY NAPLES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“**MAKER**”), promises to pay to the order of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (“**HOLDER**”) at 551 N. Cattlemen Rd., Suite 200, Sarasota, FL 34232 or at such place as HOLDER may from time to time designate in writing, the principal sum of: Three Hundred Twenty Thousand One Hundred Eight and 20/100 DOLLARS (\$320,108.20) (the “**Principal Sum**”) in accordance with the terms and condition of this Promissory Note (this “**Note**”).

The Principal Sum of this Note shall not bear interest.

Payments under this Note shall be due and payable as follows:

This Note is made and shall be subject the terms and conditions of that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property by and between MAKER and HOLDER dated as of May 10, 2016, (the “**Acquisition Agreement**”). Further, this Note is issued pursuant to Section 6 of the Acquisition Agreement and in conjunction with the transfer and conveyance of the Dilillo Parcel Potable Water and Wastewater Facilities (the “**Improvements**”) to the District contemporaneously with this Note. Provided that (i) MAKER issues Special Assessment Bonds for Flow Way Community Development District (the “**District**”) payable solely from special assessments properly levied on real property in the District benefitted by the Improvements (“**Bonds**”), there are sufficient construction funds from said Bonds to pay for the Improvements, and the conditions under the applicable trust indenture have been met for disbursement of applicable construction funds ; (ii) the requirements of Section 6 of the Acquisition Agreement have been met; and (iii) HOLDER submits to MAKER a Requisition for payment of the Principal Sum representing the cost of Improvements, then MAKER shall within forty-five (45) days thereafter, pay the entire balance of the Principal Sum due under this Note. Notwithstanding the forgoing provision, in the event MAKER does not issue any applicable Bonds on or before five (5) years after the date of the Acquisition Agreement, then this Note shall be forgiven by HOLDER and cancelled and of no further force or effect.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note can be prepaid at any time in whole or in part to HOLDER without penalty. All payments and prepayments shall be applied to the Principal Sum.

Prepayment shall not affect or vary the duty of MAKER to pay any obligation when due and the same shall not affect or impair the right of HOLDER to pursue all remedies available to it hereunder.

Notwithstanding anything contained herein to the contrary, HOLDER may not exercise any right or remedy provided for in this Note because of any default of MAKER, unless HOLDER shall have given written notice of the default to MAKER and MAKER shall have failed to pay the sum or sums due within a period of thirty (30) days after the date of such written notice. Failure of MAKER to cure a default within such cure period shall hereinafter be described as an “**Event of Default**”. Upon an Event of Default, the Principal Sum remaining unpaid, shall become immediately due and payable.

All communication required under or in connection with this Note shall be in writing, and shall be hand delivered, sent by commercial overnight courier, or sent by certified mail, postage prepaid, addressed to MAKER or HOLDER at the address either party may designate from time to time by written notice to the other party in the manner set forth herein.

Time is of the essence and in the event it is necessary to initiate collection of this Note or it is collected by law or through an attorney, or under advice therefrom, MAKER agrees to pay all costs of the collection and reasonable attorneys’ fees (including those attorneys’ fees that may be caused by appellate proceedings) that may be incurred in all matters of collections, enforcement, construction and interpretation hereunder.

The remedies of HOLDER, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of HOLDER, and may be exercised as often as occasion therefore arise. No act of omission or commission of HOLDER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same, such waiver or release to be effected only through a written document, executed by HOLDER and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent event.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

**THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY HOLDER THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.**

*(Remainder of Page Intentionally Left Blank. Signature Appears on the Next Page.)*

IN WITNESS WHEREOF, MAKER has caused this Promissory Note to be duly executed as of the day and year first above written.

MAKER:

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

Drafted by and return to:

Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103

**UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE**

**(Flow Way CDD to Collier County)**

**(Dilillo Parcel)**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2017, between **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “Grantor”), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
David Truxton, Chairman

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_ 2017, by David Truxton, as Chairman of Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**Exhibit "A"**  
**Legal Description**

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dilillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

**OWNER'S AFFIDAVIT**  
**(Flow Way CDD to Collier County)**  
**(Dilillo Parcel)**

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared David Truxton, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is David Truxton. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.

2. I am the Chairman of **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, the owner of the subject utility system(s) that are located within that certain real property in Collier County, Florida, and described on Exhibit "A". Such real property is owned by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, and said Exhibit "A" shows the location of the subject utility facilities being conveyed.

3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.

4. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded UCC Financing Statement, or any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the County.

5. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.

6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to the extent permitted by Florida law and without waiving any protections of sovereign immunity afforded by Florida law, to hold the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, materialman, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of owner. Affiant is used as singular or plural, as the context requires.

7. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached Exhibit "A".



**FURTHER AFFIANT SAYETH NAUGHT.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
David Truxton, as Chairman of Flow Way  
Community Development District

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by  
David Truxton, as Chairman of Flow Way Community Development District, who is personally known to  
me as \_\_\_\_\_ OR who produced identification. Type of identification produced:  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name of Notary

**Exhibit "A"**  
**Legal Description**

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dilillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

Drafted by and return to:

Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103

**ATTORNEY'S AFFIDAVIT**  
**(Flow Way CDD to Collier County)**  
**(Dilillo Parcel)**

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_ 2017, personally appeared Gregory L. Urbancic, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Gregory L. Urbancic, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.

2. I am a licensed attorney, Florida Bar #151068, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. My business telephone number is 239-435-3535.

3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District to accept the dedication or conveyance of all potable water and wastewater utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida.

4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the County referenced in this affidavit, including but not limited to,

information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.

5. The record owner of the underlying real property described herein as Exhibit "A", is Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company (hereinafter "Owner"). Further, according to (i) an Owner's Affidavit signed and delivered by owner in connection with the subject conveyance, and (ii) that certain Utility Facilities Warranty Deed and Bill of Sale issued in its favor from Owner, Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District"), owns the utility facilities lying within the underlying real property owned by Owner. Owner acquired record title to the subject real property by Special Warranty Deed recorded January 20, 2016, at Official Records Book 5234, Page 1736, of the Public Records, Collier County, Florida. Affiant has examined corporate information obtained from the Florida Department of State, Divisions of Corporations and based on said corporate information Owner is current, active and authorized to do business within the State of Florida. Based upon my review of the records of the District, the District is a community development district established pursuant to Chapter 190, Florida Statutes, and David Truxton, Chairman of the District, is authorized to execute these instruments on behalf of the District in conjunction with the conveyance of the subject utility systems.

6. Title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County is subject to the following security interests by the following instruments of record:

NONE

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

[SIGNATURES COMMENCE OF FOLLOWING PAGE]

**FURTHER AFFIANT SAYETH NAUGHT.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Gregory L. Urbancic

STATE OF FLORIDA  
COUNTY OF COLLIER

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Gregory L. Urbancic, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Printed Name:

**Exhibit "A"**  
**Legal Description**

**Tract R, R1, and O1B, Esplanade Golf and Country Club of Naples Dilillo Parcel, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 73 through 76, in the Public Records of Collier County.**

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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(space above this line for recording data)

### **ACCESS, UTILITY AND IRRIGATION EASEMENT**

**THIS ACCESS, UTILITY AND IRRIGATION EASEMENT** (this "**Easement**") is made and executed as of this \_\_\_ day of \_\_\_\_\_, 2015 by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, its successors and assigns ("**Grantor**") and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, its successors and assigns ("**Grantee**").

#### WITNESSETH:

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto Grantee, a perpetual, non-exclusive easement, license and privilege to enter upon, over and across certain lands being located in Collier County, Florida and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**") for the purpose of pedestrian and vehicular ingress and egress together with the right to enter upon and to install, operate, maintain, repair, and replace irrigation and utility structures and facilities on, over and within the Easement Area.

TO HAVE AND TO HOLD the same unto Grantee together with the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of constructing, operating, and maintaining access, irrigation and utility structures therein.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

*(Remainder of Page Intentionally left blank)*

IN WITNESSES WHEREOF, Grantor hereby executes this Easement as of the date first written above.

**GRANTOR:**

**TAYLOR MORRISON ESPLANADE NAPLES, LLC,**  
a Florida limited liability company

Witnesses:

By: **TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation, its Manager and Majority  
Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:



**ACCEPTED BY GRANTEE:**

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017, by David Truxton, as Chairman of Flow Way Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

Exhibit "A"  
Easement Area

Tracts R and R1, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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(space above this line for recording data)

## **ASSIGNMENT OF DEDICATIONS (Dillilo Parcel)**

**THIS ASSIGNMENT OF DEDICATIONS** (this "**Assignment**") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by **ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, INC.**, a Florida not-for-profit corporation ("**Assignor**") in favor of **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Assignee**").

Assignor, in consideration of TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, grants, conveys, assigns, transfers, and sets over unto Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage, utilities, and irrigation within the Flow Way Community Development District (but expressly reserving the right of Assignor to utilize and benefit from all dedicated easements described below) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on **Exhibit "A"** attached hereto and made a part of this Assignment (the "**Dedications**"). The assignment of the Dedications herein shall not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee shall be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until said facilities or improvements are transferred to Collier County or other governmental entity.

Assignor assigns the Dedications unto Assignee, its legal representatives, successors and assigns to and for their uses forever with the right of substitution and subrogation to Assignee in and to all covenants and warranties given or made with respect to the Dedications or any part of the Dedications to the extent the covenants and warranties are assignable or can be enforced, at Assignee's expense, for Assignee's benefit.

Assignor does for itself and its legal representatives, successors and assigns, covenants to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Dedications; (2) the Dedications are free from all encumbrances; (3) Assignor has good right to assign the Dedications; and (4) it will warrant and defend this Assignment of Dedications unto Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

Assignor has caused this instrument to be executed as of the day and year first written above.

**ASSIGNOR:**

**ESPLANADE GOLF AND COUNTRY CLUB OF  
NAPLES, INC.,**  
a Florida not-for-profit corporation

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of Esplanade Golf and Country Club of Naples, Inc.,  
a Florida not-for-profit corporation, on behalf of the corporation, who is ( ) personally known to me or ( )  
has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_

(Type or Print)

My Commission Expires:

**ACCEPTANCE BY ASSIGNEE**

The foregoing Assignment of Reservations is accepted as of the date first above written by the FLOW WAY COMMUNITY DEVELOPMENT DISTRICT.

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017, by David Truxton, as Chairman of Flow Way Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**Exhibit A**

1. All Access Easements (A.E.) shown on the plat of Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.
2. All Irrigation Easements (I.E.) shown on the plat of Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.
3. All Drainage Easements (D.E.) shown on the plat of Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.
4. All Lake Maintenance Easements (L.M.E.) shown on the plat of Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.
5. Tracts L1 and L2 (Lake) shown on the plat of Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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(space above this line for recording data)

## **ASSIGNMENT OF RESERVATIONS (Esplanade Golf and Country Club of Naples)**

**THIS ASSIGNMENT OF RESERVATIONS** (this “**Assignment**”) is made and executed this \_\_\_ day of \_\_\_\_\_, 2017, by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (“**Assignor**”) in favor of **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Reserving to itself all other rights, Assignor, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, non-exclusively grants, conveys, and assigns, unto Assignee, its legal representatives, successors and assigns for the purpose of accepting, constructing, operating, and/or maintaining public facilities within Flow Way Community Development District (but expressly reserving the right of Assignor to utilize and benefit from the Reservations described below), the rights and privileges that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the specified reservations contained and identified on **Exhibit “A”** attached and made a part of this Assignment as such reservations relate to or concern: (i) water management and drainage facilities; utilities and/or (iii) access and maintenance of any improvements or assets of Assignee (the “**Reservations**”).

Assignor assigns unto Assignee, its legal representatives, successors and assigns to and for their uses forever, with the right of substitution and subrogation of Assignee, in and to all covenants and warranties given or made in respect to the Reservations or part of it to the extent the covenants and warranties are assignable or can be enforced, at Assignee’s expense, for Assignee’s benefit.

Assignor does for itself and their legal representatives, successors and assigns, covenant to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Reservations; that (2) the Reservations are free from all encumbrances; (3) Assignor has good right to assign the Reservations; and, (4) Assignor will warrant and defend this Assignment of Reservations unto Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

Assignor has caused this instrument to be executed as of the day and year first written above.

**ASSIGNOR:**

**TAYLOR MORRISON ESPLANADE NAPLES, LLC,**  
a Florida limited liability company

Witnesses:

By: **TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation, its Managing Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida  
corporation, managing member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability  
company, on behalf of the companies, who is ( ) personally known to me or ( ) has produced  
\_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:



**ACCEPTANCE BY ASSIGNEE**

The foregoing Assignment of Reservations is accepted as of the date first above written by the FLOW WAY COMMUNITY DEVELOPMENT DISTRICT.

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017, by David Truxton, as Chairman of Flow Way Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**Exhibit A**

1. All Drainage Easements (D.E.) reserved to Assignor and shown on the plat of Esplanade Golf and Country Club of Naples Dillilo Parcel as recorded in Plat Book 61, Pages 73 through 75, of the Public Records of Collier County, Florida.
  
2. The right of ingress and egress over and across Tracts R and R1 reserved by Assignor and shown on the plat of Esplanade Golf and Country Club of Naples Dillilo Parcel as recorded in Plat Book 61, Pages 73 through 75, of the Public Records of Collier County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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(space above this line for recording data)

## **DRAINAGE EASEMENT**

**THIS DRAINAGE EASEMENT** (this “**Easement**”) is made and executed as of this \_\_\_ day of \_\_\_\_\_, 2017, by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, its successors and assigns (“**Grantor**”) and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, its successors and assigns (“**Grantee**”).

### WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege to enter upon to construct, operate and maintain a lake and other stormwater management and drainage facilities, structures, and improvements including, without limitation, stormwater lines, pipes, swales, and retention areas (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within that certain real property in Collier County, Florida legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”), together with an easement for ingress and egress over, in, upon and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted herein (the “**Easement Activity**”). The term “Easement Activity” shall include the right to enter upon and construct, install, operate, maintain, replace and repair the Drainage Facilities.

TO HAVE AND TO HOLD the same unto Grantee together with the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

*(Remainder of Page Intentionally left blank)*

IN WITNESSES WHEREOF, Grantor hereby executes this Easement as of the date first written above.

**GRANTOR:**

**TAYLOR MORRISON ESPLANADE NAPLES, LLC,**  
a Florida limited liability company

Witnesses:

By: **TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation, its Manager and  
Majority Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**ACCEPTED BY GRANTEE:**

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017, by David Truxton, as Chairman of Flow Way Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

Exhibit "A"  
Easement Area

Tracts L1 and L2, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

All drainage easements (D.E.) shown on the Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida

**BILL OF SALE, ABSOLUTE**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Taylor Morrison Esplanade Naples, LLC**  
**Surface Water Management System**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, authorized to conduct its affairs in the State of Florida (“**Grantor**”), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Grantee**”), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

**All of the personalty, fixtures and improvements described on Exhibit “A” attached (the “Transferred Improvements”), lying within or on the land, more particularly described on Exhibit “B” attached (the “Property”)**

together with appurtenant easement rights for the operation, installation and maintenance of the Transferred Improvements over, under and upon the Property.

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

In addition, Grantor warrants to Grantee that the Transferred Improvements are fit for their intended purpose for which they will be used by Grantee and are free from any defect, whether patent or latent, in design, manufacture, construction, installation, workmanship, and materials. Grantor indemnifies and holds Grantee harmless from any claims, loss, cost, damage, or other expense whatsoever, including reasonable attorney’s fees, that the Grantee may suffer as a result of this failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date of this Bill of Sale.

Further, Grantor assigns to Grantee any and all of Assignor’s right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

*(Remainder of page intentionally left blank. Signatures appear on the next page.)*

Grantor has executed this Bill of Sale on the day and year written above.

**TAYLOR MORRISON ESPLANADE NAPLES, LLC,**  
a Florida limited liability company

Witnesses:

By: **TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation, its Manager  
and Majority Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a  
Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a  
Florida limited liability company, on behalf of the companies, who is ( ) personally known to me or ( )  
has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:



**EXHIBIT "A"**  
**TRANSFERRED IMPROVEMENTS**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Surface Water Management System**

Surface water management system improvements, including the following described labor, equipment and materials all as more particularly described in the support documentation for Requisition No. 6 prepared and maintained by Waldrop Engineering, P.A. and dated March 10, 2017.

DESCRIPTION:	Earthwork-Surface Water Management				
ITEM	QUANTITY COMPLETE	UNIT	UNIT COST	TOTAL	
<b>SURFACE WATER MANAGEMENT</b>					
Sod - Bahia (Lake Banks 20')	7,184	SY	\$ 2.07	\$	14,870.88
2' Silt Fence (Single Row)	4,087	LF	\$ 1.60	\$	6,539.20
2' Silt Fence (Double Row)	685	LF	\$ 3.20	\$	2,192.00
Sod (20' Lake Bank)	5,614	SY	\$ 1.89	\$	10,610.46
Mobilization	1	LS	\$ 12,500.00	\$	12,500.00
Drilling & Blasting, Lake #25	1	AC	\$ 93,500.00	\$	93,500.00
Berm Grading	2,089	LF	\$ 2.10	\$	4,386.90
Water Sod	1	LS	\$ 2,285.00	\$	2,285.00
Littoral Signage	1	LS	\$ 652.58	\$	652.58
Rock Burial / Sand Stripping	25,000	CY	\$ 1.35	\$	33,750.00
Sod (Perimeter Berm)	13,169	SY	\$ 1.89	\$	24,889.41
Swale Grading	647	LF	\$ 1.65	\$	1,067.55
Littoral Plantings	1,675	EA	\$ 0.70	\$	1,172.50
Littoral Signage	1	LS	\$ 725.54	\$	725.54
Sanitary Sewer Manhole Drilling & Blasting	11	EA	\$ 805.00	\$	8,855.00
Storm Sewer Drilling & Blasting	1,515	LF	\$ 19.50	\$	29,542.50
Storm Drainage Structures Drilling & Blasting	17	EA	\$ 305.00	\$	5,185.00
			<b>TOTAL</b>	<b>\$</b>	<b>237,874.52</b>

The infrastructure, improvements, permits and/or services are located or performed within or for that real property more particularly described on Exhibit "B" attached and incorporated by reference.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Surface Water Management System**

Tracts L1 and L2, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

All drainage easements shown on the Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida

**OWNER'S AFFIDAVIT**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Surface Water Management System**

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

I, \_\_\_\_\_, \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, the manager and managing member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, state as follows:

1. My name is \_\_\_\_\_. I am over the age of twenty-one (21) years, and have personal current knowledge of the facts asserted in this Affidavit.
2. Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company ("**Company**"), is the owner of certain surface water management system improvements as further identified and depicted on **Exhibit "A"** (the "**Improvements**") located within, through, and/or on the real property legally described on the attached **Exhibit "B"** (the "**Property**"), which are being conveyed to Flow Way Community Development District.
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors, sub-subcontractors, materialmen, and suppliers who have furnished services, labor or materials in the construction and installation of the Improvements on the Property within the scope of this requisition have been paid in full and that such portion of the work has been fully completed and unconditionally accepted by the Company.
4. No claims have been made to the Company, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or materialman, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the Improvements placed upon or installed in or on the Property. All of the work performed on the Improvements is free and clear of all liens or claims and there are no judgments, claims, disputes, demands or other matters pending against the Company that could attach to the Property or the Improvements.
5. The Improvements contained within the Property are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code Financing Statement, or other encumbrance.
6. The Company, as the legal owner of the Improvements, and for valuable consideration shall hold Flow Way Community Development District harmless against any lien, claim or suit by any general contractor, subcontractor, supplier, mechanic or materialman, and against chattel mortgages, mortgages, liens, security interests or other encumbrances affecting the Improvements.

*(Remainder of page intentionally left blank. Signatures appear on the next page.)*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of  
Taylor Morrison of Florida, Inc., a Florida  
Corporation, the Manager and Majority Member  
of Taylor Morrison Esplanade Naples, LLC

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

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by  
\_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida  
corporation, the Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida  
limited liability company, who ( ) is personally known to me or ( ) has produced  
\_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**EXHIBIT "A"**  
**IMPROVEMENTS**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Surface Water Management System**

Surface water management system improvements, including the following described labor, equipment and materials all as more particularly described in the support documentation for Requisition No. 6 prepared and maintained by Waldrop Engineering, P.A. and dated March 10, 2017.

DESCRIPTION:	Earthwork-Surface Water Management			
ITEM	QUANTITY COMPLETE	UNIT	UNIT COST	TOTAL
<b>SURFACE WATER MANAGEMENT</b>				
Sod - Bahia (Lake Banks 20')	7,184	SY	\$ 2.07	\$ 14,870.88
2' Silt Fence (Single Row)	4,087	LF	\$ 1.60	\$ 6,539.20
2' Silt Fence (Double Row)	685	LF	\$ 3.20	\$ 2,192.00
Sod (20' Lake Bank)	5,614	SY	\$ 1.89	\$ 10,610.46
Mobilization	1	LS	\$ 12,500.00	\$ 12,500.00
Drilling & Blasting, Lake #26	1	AC	\$ 93,500.00	\$ 93,500.00
Berm Grading	2,089	LF	\$ 2.10	\$ 4,386.90
Water Sod	1	LS	\$ 2,285.00	\$ 2,285.00
Littoral Signage	1	LS	\$ 652.58	\$ 652.58
Rock Burial / Sand Stripping	25,000	CY	\$ 1.35	\$ 33,750.00
Sod (Perimeter Berm)	13,169	SY	\$ 1.89	\$ 24,889.41
Swale Grading	647	LF	\$ 1.65	\$ 1,067.55
Littoral Plantings	1,675	EA	\$ 0.70	\$ 1,172.50
Littoral Signage	1	LS	\$ 725.54	\$ 725.54
Sanitary Sewer Manhole Drilling & Blasting	11	EA	\$ 305.00	\$ 3,355.00
Storm Sewer Drilling & Blasting	1,515	LF	\$ 19.50	\$ 29,542.50
Storm Drainage Structures Drilling & Blasting	17	EA	\$ 305.00	\$ 5,185.00
			<b>TOTAL</b>	<b>\$ 237,874.52</b>

The infrastructure, improvements, permits and/or services are located or performed within or for that real property more particularly described on Exhibit "B" attached and incorporated by reference.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**Flow Way**  
**Series 2016, Requisition No. 6**  
**Surface Water Management System**

Tracts L1 and L2, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

All drainage easements (D.E.) shown on the Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida

**PROMISSORY NOTE**  
(Dilillo Parcel- Req. 6)

\$237,874.52

Collier County, Florida  
Date: March \_\_\_\_, 2017

FOR VALUE RECEIVED, **FLOW WAY NAPLES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“**MAKER**”), promises to pay to the order of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (“**HOLDER**”) at 551 N. Cattlemen Rd., Suite 200, Sarasota, FL 34232 or at such place as HOLDER may from time to time designate in writing, the principal sum of: Two Hundred Thirty-Seven Thousand Eight Hundred Seventy-Four and 52/100 DOLLARS (\$237,874.52) (the “**Principal Sum**”) in accordance with the terms and condition of this Promissory Note (this “**Note**”).

The Principal Sum of this Note shall not bear interest.

Payments under this Note shall be due and payable as follows:

This Note is made and shall be subject the terms and conditions of that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property by and between MAKER and HOLDER dated as of May 10, 2016, (the “**Acquisition Agreement**”). Further, this Note is issued pursuant to Section 6 of the Acquisition Agreement and in conjunction with the transfer and conveyance of the Dilillo Parcel Surface Water Management Requisition 6 (the “**Improvements**”) to the District contemporaneously with this Note. Provided that (i) MAKER issues Special Assessment Bonds for Flow Way Community Development District (the “**District**”) payable solely from special assessments properly levied on real property in the District benefitted by the Improvements (“**Bonds**”), there are sufficient construction funds from said Bonds to pay for the Improvements, and the conditions under the applicable trust indenture have been met for disbursement of applicable construction funds ; (ii) the requirements of Section 6 of the Acquisition Agreement have been met; and (iii) HOLDER submits to MAKER a Requisition for payment of the Principal Sum representing the cost of Improvements, then MAKER shall within forty-five (45) days thereafter, pay the entire balance of the Principal Sum due under this Note. Notwithstanding the forgoing provision, in the event MAKER does not issue any applicable Bonds on or before five (5) years after the date of the Acquisition Agreement, then this Note shall be forgiven by HOLDER and cancelled and of no further force or effect.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note can be prepaid at any time in whole or in part to HOLDER without penalty. All payments and prepayments shall be applied to the Principal Sum.

Prepayment shall not affect or vary the duty of MAKER to pay any obligation when due and the same shall not affect or impair the right of HOLDER to pursue all remedies available to it hereunder.

Notwithstanding anything contained herein to the contrary, HOLDER may not exercise any right or remedy provided for in this Note because of any default of MAKER, unless HOLDER shall have given written notice of the default to MAKER and MAKER shall have failed to pay the sum or sums due within a period of thirty (30) days after the date of such written notice. Failure of MAKER to cure a default within such cure period shall hereinafter be described as an “**Event of Default**”. Upon an Event of Default, the Principal Sum remaining unpaid, shall become immediately due and payable.

All communication required under or in connection with this Note shall be in writing, and shall be hand delivered, sent by commercial overnight courier, or sent by certified mail, postage prepaid, addressed to MAKER or HOLDER at the address either party may designate from time to time by written notice to the other party in the manner set forth herein.

Time is of the essence and in the event it is necessary to initiate collection of this Note or it is collected by law or through an attorney, or under advice therefrom, MAKER agrees to pay all costs of the collection and reasonable attorneys’ fees (including those attorneys’ fees that may be caused by appellate proceedings) that may be incurred in all matters of collections, enforcement, construction and interpretation hereunder.

The remedies of HOLDER, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of HOLDER, and may be exercised as often as occasion therefore arise. No act of omission or commission of HOLDER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same, such waiver or release to be effected only through a written document, executed by HOLDER and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent event.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

**THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY HOLDER THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.**

*(Remainder of Page Intentionally Left Blank. Signature Appears on the Next Page.)*



IN WITNESS WHEREOF, MAKER has caused this Promissory Note to be duly executed as of the day and year first above written.

MAKER:

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

**BILL OF SALE, ABSOLUTE**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Taylor Morrison Esplanade Naples, LLC**  
**Surface Water Management System**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, authorized to conduct its affairs in the State of Florida (“**Grantor**”), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Grantee**”), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

**All of the personalty, fixtures and improvements described on Exhibit “A” attached (the “Transferred Improvements”), lying within or on the land, more particularly described on Exhibit “B” attached (the “Property”)**

together with appurtenant easement rights for the operation, installation and maintenance of the Transferred Improvements over, under and upon the Property.

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

In addition, Grantor warrants to Grantee that the Transferred Improvements are fit for their intended purpose for which they will be used by Grantee and are free from any defect, whether patent or latent, in design, manufacture, construction, installation, workmanship, and materials. Grantor indemnifies and holds Grantee harmless from any claims, loss, cost, damage, or other expense whatsoever, including reasonable attorney’s fees, that the Grantee may suffer as a result of this failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date of this Bill of Sale.

Further, Grantor assigns to Grantee any and all of Assignor’s right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

*(Remainder of page intentionally left blank. Signatures appear on the next page.)*

Grantor has executed this Bill of Sale on the day and year written above.

**TAYLOR MORRISON ESPLANADE NAPLES, LLC,**  
a Florida limited liability company

Witnesses:

By: **TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation, its Manager  
and Majority Member

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, this \_\_\_\_ of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a  
Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida  
limited liability company, on behalf of the companies, who is ( ) personally known to me or ( ) has  
produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**EXHIBIT "A"**  
**TRANSFERRED IMPROVEMENTS**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Surface Water Management System**

Surface water management system improvements, including the following described labor, equipment and materials all as more particularly described in the support documentation for Requisition No. 7 prepared and maintained by Waldrop Engineering, P.A. and dated March 10, 2017.

**DESCRIPTION:** Earthwork-Surface Water Management

ITEM	QUANTITY COMPLETE	UNIT	UNIT COST	TOTAL
<b>SURFACE WATER MANAGEMENT</b>				
Drilling & Blasting, Lake #27	1.7	AC	\$ 69,000.00	\$ 117,300.00
Lake Excavation	46,056.0	CY	\$ 2.65	\$ 122,048.40
			<b>TOTAL</b>	<b>\$ 239,348.40</b>

The infrastructure, improvements, permits and/or services are located or performed within or for that real property more particularly described on Exhibit "B" attached and incorporated by reference.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Surface Water Management System**

Tracts L1 and L2, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

All drainage easements shown on the Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida

**OWNER'S AFFIDAVIT**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Surface Water Management System**

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

I, \_\_\_\_\_, \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida corporation, the manager and managing member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, state as follows:

1. My name is \_\_\_\_\_. I am over the age of twenty-one (21) years, and have personal current knowledge of the facts asserted in this Affidavit.
2. Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company ("**Company**"), is the owner of certain surface water management system improvements as further identified and depicted on **Exhibit "A"** (the "**Improvements**") located within, through, and/or on the real property legally described on the attached **Exhibit "B"** (the "**Property**"), which are being conveyed to Flow Way Community Development District.
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors, sub-subcontractors, materialmen, and suppliers who have furnished services, labor or materials in the construction and installation of the Improvements on the Property within the scope of this requisition have been paid in full and that such portion of the work has been fully completed and unconditionally accepted by the Company.
4. No claims have been made to the Company, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or materialman, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the Improvements placed upon or installed in or on the Property. All of the work performed on the Improvements is free and clear of all liens or claims and there are no judgments, claims, disputes, demands or other matters pending against the Company that could attach to the Property or the Improvements.
5. The Improvements contained within the Property are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code Financing Statement, or other encumbrance.
6. The Company, as the legal owner of the Improvements, and for valuable consideration shall hold Flow Way Community Development District harmless against any lien, claim or suit by any general contractor, subcontractor, supplier, mechanic or materialman, and against chattel mortgages, mortgages, liens, security interests or other encumbrances affecting the Improvements.

*(Remainder of page intentionally left blank. Signatures appear on the next page.)*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of  
Taylor Morrison of Florida, Inc., a Florida  
Corporation, the Manager and Majority Member  
of Taylor Morrison Esplanade Naples, LLC

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

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by  
\_\_\_\_\_, as \_\_\_\_\_ of Taylor Morrison of Florida, Inc., a Florida  
corporation, the Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida  
limited liability company, who ( ) is personally known to me or ( ) has produced  
\_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
(Type or Print)  
My Commission Expires:

**EXHIBIT "A"**  
**IMPROVEMENTS**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Surface Water Management System**

Surface water management system improvements, including the following described labor, equipment and materials all as more particularly described in the support documentation for Requisition No. 7 prepared and maintained by Waldrop Engineering, P.A. and dated March 10, 2017.

**DESCRIPTION:** Earthwork-Surface Water Management

ITEM	QUANTITY COMPLETE	UNIT	UNIT COST	TOTAL
<b>SURFACE WATER MANAGEMENT</b>				
Drilling & Blasting, Lake #27	1.7	AC	\$ 69,000.00	\$ 117,300.00
Lake Excavation	46,056.0	CY	\$ 2.65	\$ 122,048.40
			<b>TOTAL</b>	<b>\$ 239,348.40</b>

The infrastructure, improvements, permits and/or services are located or performed within or for that real property more particularly described on Exhibit "B" attached and incorporated by reference.



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**Flow Way**  
**Series 2016, Requisition No. 7**  
**Surface Water Management System**

Tracts L1 and L2, Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

All drainage easements (D.E.) shown on the Esplanade Golf and Country Club of Naples Dilillo Parcel, as recorded in Plat Book 61, Pages 73 through 75, in the Public Records of Collier County, Florida.

**PROMISSORY NOTE**  
(Dilillo Parcel- Req. 7)

\$239,348.40

Collier County, Florida  
Date: March \_\_\_\_, 2017

FOR VALUE RECEIVED, **FLOW WAY NAPLES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“**MAKER**”), promises to pay to the order of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (“**HOLDER**”) at 551 N. Cattlemen Rd., Suite 200, Sarasota, FL 34232 or at such place as HOLDER may from time to time designate in writing, the principal sum of: Two Hundred Thirty-Nine Thousand Three Hundred Forty-Eight and 40/100 DOLLARS (\$239,348.40) (the “**Principal Sum**”) in accordance with the terms and condition of this Promissory Note (this “**Note**”).

The Principal Sum of this Note shall not bear interest.

Payments under this Note shall be due and payable as follows:

This Note is made and shall be subject the terms and conditions of that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property by and between MAKER and HOLDER dated as of May 10, 2016, (the “**Acquisition Agreement**”). Further, this Note is issued pursuant to Section 6 of the Acquisition Agreement and in conjunction with the transfer and conveyance of the Dilillo Parcel Surface Water Management Requisition 7 (the “**Improvements**”) to the District contemporaneously with this Note. Provided that (i) MAKER issues Special Assessment Bonds for Flow Way Community Development District (the “**District**”) payable solely from special assessments properly levied on real property in the District benefitted by the Improvements (“**Bonds**”), there are sufficient construction funds from said Bonds to pay for the Improvements, and the conditions under the applicable trust indenture have been met for disbursement of applicable construction funds ; (ii) the requirements of Section 6 of the Acquisition Agreement have been met; and (iii) HOLDER submits to MAKER a Requisition for payment of the Principal Sum representing the cost of Improvements, then MAKER shall within forty-five (45) days thereafter, pay the entire balance of the Principal Sum due under this Note. Notwithstanding the forgoing provision, in the event MAKER does not issue any applicable Bonds on or before five (5) years after the date of the Acquisition Agreement, then this Note shall be forgiven by HOLDER and cancelled and of no further force or effect.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note can be prepaid at any time in whole or in part to HOLDER without penalty. All payments and prepayments shall be applied to the Principal Sum.

Prepayment shall not affect or vary the duty of MAKER to pay any obligation when due and the same shall not affect or impair the right of HOLDER to pursue all remedies available to it hereunder.

Notwithstanding anything contained herein to the contrary, HOLDER may not exercise any right or remedy provided for in this Note because of any default of MAKER, unless HOLDER shall have given written notice of the default to MAKER and MAKER shall have failed to pay the sum or sums due within a period of thirty (30) days after the date of such written notice. Failure of MAKER to cure a default within such cure period shall hereinafter be described as an “**Event of Default**”. Upon an Event of Default, the Principal Sum remaining unpaid, shall become immediately due and payable.

All communication required under or in connection with this Note shall be in writing, and shall be hand delivered, sent by commercial overnight courier, or sent by certified mail, postage prepaid, addressed to MAKER or HOLDER at the address either party may designate from time to time by written notice to the other party in the manner set forth herein.

Time is of the essence and in the event it is necessary to initiate collection of this Note or it is collected by law or through an attorney, or under advice therefrom, MAKER agrees to pay all costs of the collection and reasonable attorneys’ fees (including those attorneys’ fees that may be caused by appellate proceedings) that may be incurred in all matters of collections, enforcement, construction and interpretation hereunder.

The remedies of HOLDER, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of HOLDER, and may be exercised as often as occasion therefore arise. No act of omission or commission of HOLDER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same, such waiver or release to be effected only through a written document, executed by HOLDER and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent event.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

**THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY HOLDER THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.**

*(Remainder of Page Intentionally Left Blank. Signature Appears on the Next Page.)*

IN WITNESS WHEREOF, MAKER has caused this Promissory Note to be duly executed as of the day and year first above written.

MAKER:

**FLOW WAY COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
David Truxton, Chairman

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*Flow Way Community Development District*

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*Financial Statements*

*February 28, 2017*



*Prepared by:*

***JPWARD AND ASSOCIATES LLC***

***2041 NORTHEAST 6TH TERRACE***

***WILTON MANORS, FLORIDA 33305***

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*Flow Way Community Development District*

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*JPWard & Associates, LLC*  
*2041 NE 6th Terrace*  
*Fort Lauderdale, Florida 33305*

**Flowway Community Development District  
Balance Sheet  
for the Period Ending February 28, 2017**

	Governmental Funds									Totals (Memorandum Only)
	Debt Service Funds			Capital Project Fund			Account Groups			
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	General Long Term Debt	
<b>Assets</b>										
<b>Cash and Investments</b>										
General Fund - Invested Cash	\$ 97,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,266
Debt Service Fund										
Interest Account	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	264,494	161,930	174,626	-	-	-	-	1,140,050
Revenue	-	354,402	168,826	129,032	-	-	-	-	-	652,260
Prepayment Account	-	-	35,002	-	-	-	-	-	-	35,002
Construction	-	-	-	-	-	332	2,035	898,973	-	901,340
Cost of Issuance	-	-	-	-	-	0	-	13,103	-	13,103
<b>Due from Other Funds</b>										
General Fund	-	22,757	11,123	9,174	-	-	-	-	-	43,054
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-
<b>Market Valuation Adjustments</b>										
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	916,159	916,159
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	9,998,841	9,998,841
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 97,266</b>	<b>\$ 916,159</b>	<b>\$ 479,445</b>	<b>\$ 300,135</b>	<b>\$ 174,626</b>	<b>\$ 332</b>	<b>\$ 2,035</b>	<b>\$ 912,076</b>	<b>\$ 10,915,000</b>	<b>\$ 13,797,075</b>

**Flowway Community Development District  
Balance Sheet  
for the Period Ending February 28, 2017**

	Governmental Funds									Totals (Memorandum Only)
	Debt Service Funds			Capital Project Fund			Account Groups			
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	General Long Term Debt	
<b>Liabilities</b>										
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Other Funds</b>	-	-	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	43,054	-	-	-	-	45	-	-	-	43,099
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-
<b>Bonds Payable</b>	-	-	-	-	-	-	-	-	-	-
Current Portion	-	-	-	-	-	-	-	-	-	-
Long Term	-	-	-	-	-	-	-	-	10,915,000	10,915,000
<b>Total Liabilities</b>	<u>\$ 43,054</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 45</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,915,000</u>	<u>\$ 10,958,099</u>
<b>Fund Equity and Other Credits</b>										
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-
<b>Fund Balance</b>										
<b>Restricted</b>										
Beginning: October 1, 2016 (Unaudited)	-	885,745	441,624	244,326	-	144	1,920	-	-	1,573,759
Results from Current Operations	-	-	-	-	-	-	-	-	-	-
<b>Unassigned</b>										
Beginning: October 1, 2016 (Unaudited)	38,274	-	-	-	-	-	-	-	-	38,274
Results from Current Operations	15,938	30,414	37,822	\$ 55,809	\$ 174,626	143	116	912,076	-	1,226,944
<b>Total Fund Equity and Other Credits</b>	<u>\$ 54,212</u>	<u>\$ 916,159</u>	<u>\$ 479,445</u>	<u>\$ 300,135</u>	<u>\$ 174,626</u>	<u>\$ 287</u>	<u>\$ 2,035</u>	<u>\$ 912,076</u>	<u>\$ -</u>	<u>\$ 2,838,977</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 97,266</u>	<u>\$ 916,159</u>	<u>\$ 479,445</u>	<u>\$ 300,135</u>	<u>\$ 174,626</u>	<u>\$ 332</u>	<u>\$ 2,035</u>	<u>\$ 912,076</u>	<u>\$ 10,915,000</u>	<u>\$ 13,797,076</u>



**Flowway Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-		
<b>Interest</b>								
Interest - General Checking	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>								
Special Assessments - On-Roll	1,161	-	53,585	31,851	6,162	92,759	144,075	64%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	N/A
Contributions Private Sources	1,500					1,500		N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2,661</b>	<b>\$ -</b>	<b>\$ 53,585</b>	<b>\$ 31,851</b>	<b>\$ 6,162</b>	<b>94,259</b>	<b>\$ 144,075</b>	<b>65%</b>
<b>Expenditures and Other Uses</b>								
<b>Executive</b>								
Professional Management	3,333	3,333	3,333	3,333	3,333	16,667	40,000	42%
<b>Financial and Administrative</b>								
Audit Services	-	-	-	-	-	-	4,100	0%
Accounting Services	1,000	1,000	1,000	1,000	1,000	5,000	16,000	31%
Assessment Roll Services	667	667	667	667	667	3,333	16,000	21%
Arbitrage Rebate Services	-	-	-	-	-	-	1,500	0%
<b>Other Contractual Services</b>								
Recording and Transcription	-	-	-	-	-	-	-	N/A
Legal Advertising	1,070	-	943	-	4,207	6,219	2,000	311%
Trustee Services	-	-	-	-	4,327	4,326.88	8,600	50%
Dissemination Agent Services	667	667	667	5,667	667	8,333	15,000	56%
Property Appraiser Fees	-	-	-	15,063	-	15,063	5,000	301%
Bank Services	21	23	25	-	11	80	300	27%
Travel and Per Diem	-	-	-	-	-	-	-	N/A

**Flowway Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Communications &amp; Freight Services</b>								
Postage, Freight & Messenger	40	-	6	-	121	168	500	34%
<b>Computer Services - Website Development</b>	-	-	-	-	-	-	2,400	0%
<b>Insurance</b>	6,042	-	-	-	-	6,042	6,000	101%
<b>Printing &amp; Binding</b>	-	343	-	-	97	440	500	88%
<b>Office Supplies</b>	-	-	-	-	-	-	-	N/A
<b>Subscription &amp; Memberships</b>	175	-	-	-	-	175	175	100%
<b>Legal Services</b>								
Legal - General Counsel	-	-	8,710	-	-	8,710	20,000	44%
Legal - Series 2013 Bonds	-	-	748	-	-	748	-	N/A
Legal - Series 2015(Phase 3)	-	-	-	-	-	-	-	N/A
Legal - Series 2015(Phase 4)	-	-	-	-	-	-	-	N/A
Legal - Series 2016(Phase 5)	-	-	-	2,285	731	3,016	-	N/A
<b>Other General Government Services</b>								
Engineering Services - General Fund	-	-	-	-	-	-	1,000	0%
Contingencies	-	-	-	-	-	-	5,000	0%
Other Current Charges	-	-	-	-	-	-	-	N/A
<b>Intragovernmental Transfer Out</b>	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>13,015</b>	<b>6,033</b>	<b>16,098</b>	<b>28,015</b>	<b>15,161</b>	<b>78,320</b>	<b>144,075</b>	<b>54%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 13,015</b>	<b>\$ 6,033</b>	<b>\$ 16,098</b>	<b>\$ 28,015</b>	<b>\$ 15,161</b>	<b>\$ 78,320</b>	<b>\$ 144,075</b>	<b>54%</b>
Net Increase/ (Decrease) in Fund Balance	(10,354)	(6,033)	37,487	3,836	(8,999)	15,938	-	
Fund Balance - Beginning	38,274	27,920	21,887	59,375	63,211	38,274	-	
<b>Fund Balance - Ending</b>	<b>\$ 27,920</b>	<b>\$ 21,887</b>	<b>\$ 59,375</b>	<b>\$ 63,211</b>	<b>\$ 54,212</b>	<b>54,212</b>	<b>\$ -</b>	

**Flowway Community Development District**  
**Debt Service Fund - Series 2013**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>								
Interest Account	-	-	-	-	-	-	-	N/A
Reserve Account	44	46	44	46	67	247	40	617%
Prepayment Account	-	-	-	-	-	-	8	0%
Revenue Account	28	29	3	3	31	95	-	N/A
<b>Special Assessment Revenue</b>								
Special Assessments - On-Roll	4,288	-	240,515	75,025	22,757	342,585	532,277	64%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	N/A
<b>Intragovernmental Transfer In</b>								
	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 4,361</b>	<b>\$ 75</b>	<b>\$ 240,562</b>	<b>\$ 75,074</b>	<b>\$ 22,856</b>	<b>342,927</b>	<b>\$ 532,325</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>								
<b>Debt Service</b>								
<b>Principal Debt Service - Mandatory</b>								
Series 2013 Bonds	\$ -	\$ 90,000	\$ -	\$ -	\$ -	90,000	\$ 90,000	100%
<b>Principal Debt Service - Early Redemptions</b>								
Series 2013 Bonds	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>								
Series 2013 Bonds	-	222,513	-	-	-	222,513	442,325	50%
<b>Operating Transfers Out (To Other Funds)</b>								
	-	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 312,513</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>312,513</b>	<b>\$ 532,325</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	4,361	(312,437)	240,562	75,074	22,856	30,414	-	
Fund Balance - Beginning	885,745	890,106	577,668	818,230	893,304	885,745		
<b>Fund Balance - Ending</b>	<b>\$ 890,106</b>	<b>\$ 577,668</b>	<b>\$ 818,230</b>	<b>\$ 893,304</b>	<b>\$ 916,159</b>	<b>916,159</b>	<b>\$ -</b>	

**Flowway Community Development District**  
**Debt Service Fund - Series 2015 (Phase 3)**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>								
Interest Account	-	-	-	-	-	-	-	N/A
Reserve Account	22	22	22	22	33	121	-	N/A
Prepayment Account	-	-	-	0	2	2	-	N/A
Revenue Account	15	15	1	1	17	49	-	N/A
<b>Special Assessment Revenue</b>								
Special Assessments - On-Roll	2,096	-	117,553	36,669	11,123	167,440	260,063	64%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	17,500	-	17,500	35,000	-	N/A
<b>Debt Proceeds</b>								
	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2,132</b>	<b>\$ 37</b>	<b>\$ 135,075</b>	<b>\$ 36,692</b>	<b>\$ 28,675</b>	<b>202,612</b>	<b>\$ 260,063</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>								
<b>Debt Service</b>								
<b>Principal Debt Service - Mandatory</b>								
Series 2015 Bonds (Phase 3)	\$ -	\$ 65,000	\$ -	\$ -	\$ -	65,000	\$ 65,000	N/A
<b>Principal Debt Service - Early Redemptions</b>								
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>								
Series 2015 Bonds (Phase 3)	-	99,603	-	-	-	99,603	195,063	51%
<b>Operating Transfers Out (To Other Funds)</b>								
	88	22	22	22	33	188	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 164,626</b>	<b>\$ 22</b>	<b>\$ 22</b>	<b>\$ 33</b>	<b>164,791</b>	<b>\$ 260,063</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	2,132	(164,588)	135,054	36,670	28,642	37,822	-	
Fund Balance - Beginning	441,624	443,756	279,168	414,221	450,891	441,624	-	
<b>Fund Balance - Ending</b>	<b>\$ 443,756</b>	<b>\$ 279,168</b>	<b>\$ 414,221</b>	<b>\$ 450,891</b>	<b>\$ 479,534</b>	<b>479,445</b>	<b>\$ -</b>	

**Flowway Community Development District**  
**Debt Service Fund - Series 2015 (Phase 4)**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>								
Interest Account	7	7	-	-	-	14	-	N/A
Sinking Account	-	-	-	-	-	-	-	N/A
Reserve Account	13	14	13	14	20	74	-	N/A
Prepayment Account	-	-	-	-	-	-	-	N/A
Revenue Account	0	0	0	0	13	13	-	N/A
<b>Special Assessment Revenue</b>								
Special Assessments - On-Roll	1,729	-	96,955	30,243	9,174	138,101	214,556	64%
Special Assessments - Off-Roll	-	-	-	-	-	-	50,000	0%
<b>Debt Proceeds</b>								
	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 1,749</b>	<b>\$ 21</b>	<b>\$ 96,968</b>	<b>\$ 30,257</b>	<b>\$ 9,207</b>	<b>138,202</b>	<b>\$ 264,556</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>								
<b>Debt Service</b>								
<b>Principal Debt Service - Mandatory</b>								
Series 2015 Bonds (Phase 4)	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 50,000	N/A
<b>Principal Debt Service - Early Redemptions</b>								
Series 2015 Bonds (Phase 4)	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>								
Series 2015 Bonds (Phase 4)	-	82,278	-	-	-	82,278	164,556	50%
<b>Operating Transfers Out (To Other Funds)</b>								
	54	14	13	14	20	115	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 82,292</b>	<b>\$ 13</b>	<b>\$ 14</b>	<b>\$ 20</b>	<b>82,393</b>	<b>\$ 214,556</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	1,749	(82,271)	96,955	30,244	9,187	55,809	50,000	
Fund Balance - Beginning	244,326	246,075	163,804	260,759	291,002	244,326		
<b>Fund Balance - Ending</b>	<b>\$ 246,075</b>	<b>\$ 163,804</b>	<b>\$ 260,759</b>	<b>\$ 291,002</b>	<b>\$ 300,189</b>	<b>300,135</b>	<b>\$ 50,000</b>	

Prepared by:  
**JPWARD and Associates, LLC**

**Flowway Community Development District**  
**Debt Service Fund - Series 2016 (Phase 5)**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2017**

Description	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>							
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Interest Income</b>							
Interest Account	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	N/A
Reserve Account	-	1	15	22	38	-	N/A
Prepayment Account	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>							
Special Assessments - On-Roll	-	-	-	-	-	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	N/A
<b>Debt Proceeds</b>	174,589	-	-	-	174,589	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 174,589</b>	<b>\$ 1</b>	<b>\$ 15</b>	<b>\$ 22</b>	<b>174,626</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>							
<b>Debt Service</b>							
<b>Principal Debt Service - Mandatory</b>							
Series 2016 Bonds (Phase 5)	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
<b>Principal Debt Service - Early Redemptions</b>							
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	N/A
<b>Interest Expense</b>							
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	174,589	1	15	22	174,626	-	
Fund Balance - Beginning	-	174,589	174,590	174,604	-	-	
<b>Fund Balance - Ending</b>	<b>\$ 174,589</b>	<b>\$ 174,590</b>	<b>\$ 174,604</b>	<b>\$ 174,626</b>	<b>174,626</b>	<b>\$ -</b>	

Prepared by:  
**JPWARD and Associates, LLC**

**Flowway Community Development District  
Capital Project Fund - Series 2015 (Phase 3)  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget
<b>Revenue and Other Sources</b>							
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
<b>Interest Income</b>							
Construction Account	0	0	0	0	0	0	-
Cost of Issuance	-	-	-	-	-	-	-
<b>Debt Proceeds</b>							
-	-	-	-	-	-	-	-
Operating Transfers In (From Other Funds)	43	22	22	22	33	143	-
<b>Total Revenue and Other Sources:</b>	<b>\$ 43</b>	<b>\$ 22</b>	<b>\$ 22</b>	<b>\$ 22</b>	<b>\$ 33</b>	<b>143</b>	<b>\$ -</b>
<b>Expenditures and Other Uses</b>							
<b>Capital Outlay</b>							
Construction in Progress	-	-	-	-	-	-	-
<b>Cost of Issuance</b>							
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	\$ -
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>
Net Increase/ (Decrease) in Fund Balance	43	22	22	22	33	143	-
Fund Balance - Beginning	144	187	210	231	254	144	-
<b>Fund Balance - Ending</b>	<b>\$ 187</b>	<b>\$ 210</b>	<b>\$ 231</b>	<b>\$ 254</b>	<b>\$ 287</b>	<b>\$ 287</b>	<b>\$ -</b>

**Flowway Community Development District  
Capital Project Fund - Series 2015 (Phase 4)  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through February 28, 2017**

Description	October	November	December	January	February	Year to Date	Total Annual Budget
<b>Revenue and Other Sources</b>							
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
<b>Interest Income</b>							
Construction Account	0	0	0	0	0	1	-
Cost of Issuance	-	-	-	-	-	-	-
<b>Debt Proceeds</b>							
Operating Transfers In (From Other Funds)	54	14	13	14	20	115	-
<b>Total Revenue and Other Sources:</b>	<b>\$ 54</b>	<b>\$ 14</b>	<b>\$ 13</b>	<b>\$ 14</b>	<b>\$ 20</b>	<b>\$ 116</b>	<b>\$ -</b>
<b>Expenditures and Other Uses</b>							
<b>Executive</b>							
Professional Management	-	-	\$ -	-	-	\$ -	\$ -
<b>Other Contractual Services</b>							
Trustee Services	-	-	\$ -	-	-	\$ -	\$ -
<b>Printing &amp; Binding</b>							
	-	-	\$ -	-	-	\$ -	\$ -
<b>Legal Services</b>							
Legal - Series 2015 Bonds (Phase 4)	-	-	\$ -	-	-	\$ -	-
<b>Other General Government Services</b>							
Engineering Services - Capital Projects Fund	-	-	\$ -	-	-	\$ -	\$ -
<b>Capital Outlay</b>							
<b>Construction in Progress</b>							
<b>Cost of Issuance</b>							
Series 201 Bonds (Phase 3)	-	-	-	-	-	-	\$ -
<b>Underwriter's Discount</b>							
	-	-	\$ -	-	-	\$ -	-
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Net Increase/ (Decrease) in Fund Balance	54	14	\$ 13	\$ 14	\$ 20	\$ 116	-
Fund Balance - Beginning	1,920	1,974	\$ 1,988	\$ 2,001	\$ 2,015	1,920	-
<b>Fund Balance - Ending</b>	<b>\$ 1,974</b>	<b>\$ 1,988</b>	<b>\$ 2,001</b>	<b>\$ 2,015</b>	<b>\$ 2,035</b>	<b>\$ 2,035</b>	<b>\$ -</b>

Prepared by:

**JPWARD and Associates, LLC**



**Flowway Community Development District  
Capital Project Fund - Series 2016 (Phase 5)  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through February 28, 2017**

Description	November	December	January	February	Year to Date	Total Annual Budget
<b>Revenue and Other Sources</b>						
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ -
<b>Interest Income</b>						
Construction Account	-	5	76	112	193	-
Cost of Issuance	-	0	1	2	3	-
<b>Debt Proceeds</b>	5,141,911	\$ -	-	-	\$ 5,141,911	-
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	-
<b>Total Revenue and Other Sources:</b>	<b>\$ 5,141,911</b>	<b>\$ 5</b>	<b>\$ 77</b>	<b>\$ 114</b>	<b>\$ 5,142,107</b>	<b>\$ -</b>
<b>Expenditures and Other Uses</b>						
<b>Executive</b>						
Professional Management	45,000	\$ -	-	-	\$ 45,000	\$ -
<b>Other Contractual Services</b>						
Trustee Services	5,350	\$ -	-	-	\$ 5,350	\$ -
<b>Printing &amp; Binding</b>	1,250	\$ -	-	-	\$ 1,250	\$ -
<b>Legal Services</b>						
Legal - Series 2016 Bonds (Phase 5)	118,250	\$ -	-	-	\$ 118,250	-
<b>Other General Government Services</b>						
Engineering Services - Capital Projects Fund	4,060,181	\$ -	-	-	\$ 4,060,181	\$ -
<b>Capital Outlay</b>						
<b>Construction in Progress</b>	-	\$ -	-	-	\$ -	-
<b>Cost of Issuance</b>						
Series 2016 Bonds (Phase 5)	-	-	-	-	-	\$ -
<b>Underwriter's Discount</b>	-	\$ -	-	-	\$ -	-
<b>Operating Transfers Out (To Other Funds)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,230,031</b>	<b>\$ -</b>
Net Increase/ (Decrease) in Fund Balance	5,141,911	\$ 5	\$ 77	\$ 114	\$ 912,076	-
Fund Balance - Beginning	-	\$ 5,141,911	\$ 5,141,916	\$ 5,141,994	-	-
<b>Fund Balance - Ending</b>	<b>\$ 5,141,911</b>	<b>\$ 5,141,916</b>	<b>\$ 5,141,994</b>	<b>\$ 5,142,107</b>	<b>\$ 912,076</b>	<b>\$ -</b>

Prepared by:

**JWARD and Associates, LLC**