

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## AGENDA

JUNE 21, 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

June 14, 2022

Board of Supervisors

River Landing Community Development District

Dear Board Members:

This regular meeting of the Board of Supervisors of the River Landing Community Development District will be held on **Tuesday, June 21, 2022, at 11:00 A.M.** at the **Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543.**

The following WebEx link and telephone number are provided to join/watch the meeting.

<https://districts.webex.com/districts/onstage/g.php?MTID=e39d9d25035ca1313c727bffbb447097e>

Access Code: **2342 959 6502**, Event password: **Jpward**

Or Phone: **408-418-9388** and enter the access code **2342 959 6502** to join the meeting.

## *Agenda*

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1. Call to Order & Roll Call.
2. Consideration of acceptance of the resignation letters of Mr. Jason Ford from Seat 5 effective March 15, 2022, whose term is set to expire November 2022, Ms. Gabriella Peolleova from Seat 1 Effective May 25, 2022, whose term is set to expire November 2022.
  - a) Appointment of individuals to fill Seats 1 & 5.
  - b) Oath of Office.
  - c) Guide to the Sunshine Law and Code of Ethics for Public Employees.
  - d) Form 1 – Statement of Financial Interests.
3. Consideration of **Resolution 2022-5**, a resolution of the Board of Supervisors re-designation the officers of the River Landing Community Development District.
4. Consideration of the March 15, 2022, Regular Meeting Minutes.
5. Consideration of **Resolution 2022-6**, a resolution of the Board of Supervisors of the River Landing Community Development District approving the Proposed Fiscal Year 2023 Budget and setting the Public Hearing on **Tuesday, July 19, 2022, at 11:00 A.M.** at the **Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543.**
6. Acceptance of the Audited Financial Statements of the River Landing Community Development District for Fiscal Year 2021.

7. Consideration of **Resolution 2022-7**, a resolution of the Board of Supervisors designating a new location for the remainder of regular meetings of the Board of Supervisor's for Fiscal Year 2022.
8. Consideration of **Resolution 2022-8**, a resolution of the Board of Supervisors establishing the date, time, and location for regular meetings of the Board of Supervisor's for Fiscal Year 2023.
9. Consideration of **Resolution 2022-9**, a resolution of the Board of Supervisors designating the date, time, and location for a landowners' meeting and election; providing for publication; and establishing forms for the landowner's election.
10. Consideration of **Resolution 2022-10**, a resolution of the Board of Supervisors of adopting the Revised Master Engineer's Report.
11. Consideration of **Resolution 2022-11**, a resolution of the Board of Supervisors re-ratifying the actions of the District Chairman and District staff related to the acquisition of the Improvements, the execution of documents relating to such acquisition of the Improvements, and all actions taken in the furtherance of the acquisition, related to the acquisition and conveyance of townhomes roadway improvement.
12. Staff Reports.
  - I. District Attorney.
  - II. District Engineer.
    - a) 20 -Year Stormwater Needs Analysis. Completed.
  - III. District Manager.
    - a) Report on the Number of Registered Voters as of April 15, 2022.
    - b) Financial Statement for period ending March 31, 2022 (unaudited).
    - c) Financial Statement for period ending April 30, 2022 (unaudited).
    - d) Financial Statement for period ending May 31, 2022 (unaudited).
13. Supervisor's Requests and Audience Comments.
14. Adjournment.

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The first order of business is the call to order and roll call.

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The second order of business is administrative in nature and is to accept the resignation of Mr. Jason Ford from Seat 5, whose term expires November 2022. Mr. Ford's resignation is effective as of March 16, 2022, the date of his resignation.

The next item deals with the replacement of the Mr. Ford. The District's Charter, Chapter 190 F.S. provides the mechanism for which to replace a member who has resigned. Essentially, the remaining members, by majority vote of the Board of Supervisors have the sole responsibility for filling the unexpired term of office of the resigning member.

Once the Board appoints an individual to fill the seat, I will take the opportunity to swear that individual into office.

The newly appointed Board Member must file a Form 1 – Statement of Financial Interests, which must be filed with the Supervisor of Elections in the County in which he/she resides within thirty (30) days of being seated on this Board.

Additionally, if any of the newly appointed Board member currently sits as a member of any other Community Development District Board, they must amend their current Form 1 – Statement of Financial Interests to now include the River Landing Community Development District. The amended form must be filed with the Supervisor of Elections in the County in which you reside within thirty (30) days of being seated on this Board of Supervisors.

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The third order of business is consideration of **Resolution 2022-5**, which re-designates the Officers of the District.

**The current Officers of the District are as follows:**

Chairperson	Robert Lee
Vice Chairperson	Travis Stagnitta
Secretary/Treasurer	James Ward
Assistant Secretary	Gabriela Pelleova
Assistant Secretary	David Wilson
Assistant Secretary	VACANT

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The fourth order of business is the consideration of the March 15, 2022, Regular Meeting Minutes.

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The fifth order of business is the consideration of **Resolution 2022-6**, a resolution of the Board of Supervisors, which approves the proposed budget for Fiscal Year 2023 and sets the public hearing date, time, and location.

The District’s enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the budget is only intended to permit the District to move through the process towards adopting the budget at a Public Hearing scheduled for **Tuesday, July 19, 2022, at 11:00 A.M. at the Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543.**

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The sixth order of business is the acceptance of the of the Audited Financial Statements for Fiscal Year 2021, covering the period October 1, 2020, through September 30, 2021. A representative of the audit firm Grau & Associates will join the meeting to fully review the audit with the Board.

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The seventh order of business is the consideration of **Resolution 2022-7**, a resolution of the Board of Supervisors of the River Landing Community Development District designating a new location for the remaining regular meetings of the Board of Supervisors of the District.

The eighth item is consideration of **Resolution 2022-8**, which sets the proposed meeting schedule for Fiscal Year 2023. As you may re-call, to the extent that the District has a regular meeting schedule the District is required to advertise this schedule (legal advertisement) on a periodic basis at the beginning of the Fiscal Year.

The proposed meeting schedule is the **third Tuesday** of each month at **11:00 A.M.**, at the **Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543**.

***The proposed Fiscal Year 2023 schedule is as follows:***

October 18, 2022	November 1, 2022 (1 <sup>st</sup> Landowners Election)
December 20, 2022	January 17, 2023
February 21, 2023	March 21, 2023
April 18, 2023	May 16, 2023
June 20, 2023	July 18, 2023
August 15, 2023	September 19, 2023

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The ninth order of business is the consideration of **Resolution 2022-9**, a resolution of the Board of Supervisors designating a date, time, and location for a landowners' meeting and election; providing for publication; and establishing forms for the landowners' elections. Because this is the first landowners' election following the establishment of the District, the governing statute (Florida Statutes 190) requires that the landowner's election be held on the first Tuesday in the month of November. The date and time are **Tuesday, November 1, 2022**, at **11:00 a.m.** and will be held at the **Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543**.

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The tenth order of business is the consideration of **Resolution 2022-10**, a resolution of the Board of Supervisors adopting a Revised Master Engineer's Report, dated April 2022. The District has identified certain roadways within the Townhomes Community initially marked as private to now be included as a part of the District's roadways. The Master Engineer's Report is amended to detail this inclusion.

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The eleventh order of business is the consideration of **Resolution 2022-11**, a resolution of the Board of Supervisors re-ratifying the actions of the District Chairman and District staff related to the acquisition of the Improvements, the execution of documents relating to such acquisition of the Improvements, and all actions taken in the furtherance of the acquisition, related to the acquisition and conveyance of Townhomes Community roadway improvement.

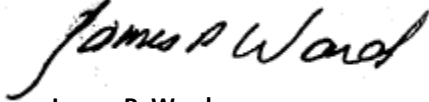
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The twelfth order of business are Staff Reports by the District Attorney, District Engineer, and the District Manager. The District Manager shall report on Financial Statements (unaudited) for the periods ending March 31, 2022, April 30, 2022, and May 31, 2022.

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

**River Landing Community Development District**



**James P. Ward**  
District Manager

**Meetings for Fiscal Year 2023 are as follows:**

June 21, 2022	July 19, 2022
August 16, 2022	September 20, 2022

## Cori Dissinger

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**From:** James Ward  
**Sent:** Wednesday, May 25, 2022 2:52 PM  
**To:** Cori Dissinger  
**Subject:** FW: Resignation - Artisan Lakes CDD & RL CDD



**James P. Ward**  
**Chief Operating Officer**

Email: JimWard@JPWardAssociates.com  
| Mobile: 954-658-4900

**JPWard & Associates, LLC**  
**2301 Northeast 37<sup>th</sup> Street**  
**Fort Lauderdale, Florida 33308**

**Committed to  
Excellence**

*Electronic Mail addresses are Public Records. If you do not want your e-mail address released in response to any request, please do not use email and contact our offices directly at the address or phone above.*

*Board Members: Do not use the "reply all" feature to e-mails where other Board Members that serve are in the e-mail transmission.*

**From:** Gabriela Pelleova <gpelleova@taylormorrison.com>  
**Sent:** Wednesday, May 25, 2022 1:23 PM  
**To:** James Ward <jimward@jpwardassociates.com>  
**Subject:** Resignation - Artisan Lakes CDD & RL CDD

Good Afternoon,

I resign from my post at the Artisan Lakes East CDD & River Landing CDD.

Thank you,  
Gabi

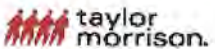
**Gabriela Pelleova**

Controller

T: +19412220423

[gpelleova@taylormorrison.com](mailto:gpelleova@taylormorrison.com)  
[www.taylormorrison.com](http://www.taylormorrison.com)

**TaylorMorrison.**



This message may contain confidential information and is intended only for the named addressee. If you are not the named addressee you should not distribute or copy this e-mail. If you have received this e-mail by mistake please delete it from your system.

**JASON FORD**  
**9623 Birnamwood Street**  
**Riverview, FL 33569**

**3/15/2022**

Sent via email: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**River Landing CDD**

Subject: Board of Supervisor's

Attention: Board of Supervisor's

Dear Board Members,

I hereby submit my resignation to the Board of Supervisor's, effective immediately.

Thank you.

Yours sincerely,

**Jason Ford**

A handwritten signature in black ink, appearing to read "Jason Ford", written in a cursive style.



**OATH OR AFFIRMATION OF OFFICE**

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being an officer of the **River Landing Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **River Landing Community Development District**, Pasco County, Florida.

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA

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

Sworn to (or affirmed) before me by means of ( ) physical presence or ( ) online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, whose signature appears hereinabove, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

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

My Commission Expires: \_\_\_\_\_

# FORM 1

# STATEMENT OF FINANCIAL INTERESTS

# 2021

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2021.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME**  
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

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

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2021.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2021.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

## MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than 10% of your gross income from that business entity; **and**,

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2022**



State of Florida  
COMMISSION ON ETHICS

**Michelle Anchors**  
Fort Walton Beach

**Antonio Carvajal**  
Tallahassee

**Travis Cummings**  
Fleming Island

**Don Gaetz**  
Niceville

**Glenton “Glen” Gilzean, Jr.**  
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## I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## A. PROHIBITED ACTIONS OR CONDUCT

### 1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

### 2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

### 3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

### 4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

### 5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

### 6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly

were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## **B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### *1. Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

### *2. Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

*3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:*

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE:



Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### *4. Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

#### *5. Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

#### *6. Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

#### *7. Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

#### *8. Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

#### *9. Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

#### *10. Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public

employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

### **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

#### *1. Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

#### *2. Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

### **D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

#### *1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

#### *2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the

agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

**PENALTIES:** Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### *3. Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

#### *4. Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

### **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of

community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

### **1. FORM 1 - Limited Financial Disclosure**

#### **Who Must File:**

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
  
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
  
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
  
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.



5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

#### Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

#### 4. *FORM 6 - Full and Public Disclosure*

##### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

##### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

##### When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

Beginning January 1, 2022, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

#### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

#### 6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts

from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the

purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### 8. *FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

#### 9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

## **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2022, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Form 6 filers will receive an emailed invitation to register for EFDMS in March 2022. Filers requiring earlier access should contact the Commission to request an invitation. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2022. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

### *D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

### *E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

### *F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

### *A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

### *B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

### *C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## **VII. COMPLAINTS**

### *A. Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at



www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:  
www.ethics.state.fl.us.

### *B. Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### *C. Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

### *D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

#### *E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

#### *F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed

information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

**RESOLUTION 2022-5**

**A RESOLUTION RE-DESIGNATING CERTAIN OFFICERS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

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

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

**WHEREAS**, the Board of Supervisors of the River Landing Community Development District desire to appoint the below recited person(s) to the offices specified.

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

**SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT.** The following persons are appointed to the offices shown.

OFFICE	NAME OF OFFICE HOLDER	SEAT
CHAIRPERSON	ROBERT LEE	SEAT 2
VICE-CHAIRPERSON	TRAVIS STAGNITTA	SEAT 3
ASSISTANT SECRETARY	MATTHEW SAWYER	SEAT 1
ASSISTANT SECRETARY	DAVID WILSON	SEAT 4
ASSISTANT SECRETARY	MICHAEL PIENDEL	SEAT 5
SECRETARY & TREASURER	JAMES P. WARD	

**SECTION 2. 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 3. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**RESOLUTION 2022-5**

**A RESOLUTION RE-DESIGNATING CERTAIN OFFICERS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 4. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** this 21st day of June 2022

**ATTEST:**

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairperson

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**MINUTES OF MEETING  
RIVER LANDING  
COMMUNITY DEVELOPMENT DISTRICT**

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The Regular Meeting of the Board of Supervisors of the River Landing Community Development District was held on Tuesday, March 15, 2022 at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.

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**Present and constituting a quorum:**

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Robert Lee	Chairperson
Travis Stagnitta	Vice Chairperson
Jason Ford	Assistant Secretary
David Wilson	Assistant Secretary

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**Absent:**

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Gabriella Pelleova	Assistant Secretary
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30

**Also present were:**

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James P. Ward	District Manager
Kyle Clawson	District Engineer
Jere Earlywine	District Counsel
Andrew Gill	

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36

**Audience:**

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All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

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**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.**

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**FIRST ORDER OF BUSINESS**

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**Call to Order/Roll Call**

Mr. Andrew Gill called the meeting to order at approximately 11:20 a.m. He conducted roll call; all Members of the Board were present, with the exception of Supervisor Pelleova, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

**December 21, 2021, Regular Meeting Minutes**

Mr. Gill asked if there were any corrections, additions, or deletions from the Minutes; hearing none, he called for a motion.

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**On MOTION made by Mr. Travis Stagnita, seconded by Mr. David Wilson, and with all in favor, the December 21, 2021, Regular Meeting Minutes were approved.**

**THIRD ORDER OF BUSINESS                                  Consideration of Resolution 2022-3**

**Consideration of Resolution 2022-3, a resolution of the Board of Supervisors of the River Landing Community Development District approving the Proposed Fiscal Year 2023 Budget and setting the Public Hearing on Tuesday, May 17, 2022, at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556**

Mr. Gill indicated this Resolution approved the proposed budget for Fiscal Year 2023 and set the date, time, and location of the Public Hearing. He noted the date would be Tuesday, May 17, 2022 at 11:00 a.m., and the location would be changed to Rivers Edge Sales Center, 2542 Meander Cove, Wesley Chapel, FL 33543. He asked if there were any questions; hearing none, he called for a motion.

**On MOTION made by Mr. Jason Ford, seconded by Mr. David Wilson, and with all in favor, Resolution 2022-3 was adopted, and the Chair was authorized to sign.**

**FOURTH ORDER OF BUSINESS                                  Consideration of Agreement**

**Consideration of an agreement between the District and the River Landing Community Association, Inc, the Master Homeowners Association, for certain operation, maintenance, and repair services**

*Mr. Gill: This was for certain maintenance and repair operations for the stormwater management system.*

*Mr. Jim Ward: For a District where we have the operations in the homeowner's association, we do an agreement between the CDD and the HOA to maintain those homeowner's association facilities. That's what this particular agreement does. This agreement does have some significant reporting requirements that the HOA must comply with in order to be able to maintain the District's facilities. It's got to tell us that it did the work, it's got to certify when it was done. It has to do things like make sure it cleans the storm sewer systems that are run by the CDD, the lake banks are in good shape and littoral shelves are in place. Things of that nature. And it has to do that and make sure it complies with the requirements of the agreement itself on a going forward basis. This is kind of a new agreement because of problems I've had in other agreements recently with other CDDs, so it's been changed in order to try to prevent some of the problems I've seen and make sure the HOAs do this. We will be requiring your association to provide those compliance requirements and we will give that to whoever your HOA manager is. He or she will be required to do that on a periodic basis. It will include the street light system that the CDD has in place in the community and any other assets that we have purchased from your existing bonds. Jere, do you have anything to add?*



93 *Mr. Jere Earlywine: I think you got it. Waldrop did a nice job putting together the scope of services and*  
94 *the map, and just as Jim said, exhibit C is that affidavit of maintenance services done on an annual basis*  
95 *by the HOA. He asked if there were any questions; hearing none, he called for a motion.*

96  
97 **On MOTION made by Mr. David Wilson, seconded by Mr. Travis**  
98 **Stagnita, and with all in favor, an agreement between the District and**  
99 **the River Landing Community Association, Inc, the Master**  
100 **Homeowners Association, for certain operation, maintenance, and**  
101 **repair services was approved.**

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104 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-4**

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106 **Consideration of Resolution 2022-4, a resolution of the Board of Supervisors approving the**  
107 **assignment of the Engineering Services Agreement, dated September 1, 2020, from Waldrop, Inc. to**  
108 **Atwell, LLC**

109  
110 *Mr. Gill: This is due to a recent merger between Waldrop and Atwell which precipitated the assignment*  
111 *for continued services. Included in the package is the assignment and also the original agreement.*

112  
113 *Mr. Ward: The only comment I will make is with respect to the agreement. They did provide us a new*  
114 *rate schedule. I have asked Waldrop to remove the upcharge for reimbursables and to ensure that any*  
115 *travel that they do, related to that, is approved by the District in advance of that being done. There are a*  
116 *lot of other costs in there that we will never use, but just generally speaking those are the two changes. I*  
117 *will ask for the record if your firm is okay with the change to the amendment to the rate schedule?*

118  
119 *Mr. Kyle Clawson: Yes, we agree with the two notes. There will be no markup on the reimbursables for*  
120 *the engineering and the miscellaneous charges will be preapproved through the District before*  
121 *submitting those requests.*

122  
123 Mr. Ward asked if there were any questions; hearing none, he called for a motion.

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125 **On MOTION made by Mr. Robert Lee, seconded by Mr. David Wilson,**  
126 **and with all in favor, Resolution 2022-4 was adopted, and the Chair**  
127 **was authorized to sign.**

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130 **SIXTH ORDER OF BUSINESS**

**Staff Reports**

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132 **I. District Attorney**

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134 No report.

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136 **II. District Engineer**

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138 Mr. Gill noted the Stormwater Reporting requirements were being worked on and should hopefully  
139 be ready by the end of the month

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*Mr. Clawson: Yes, we are making progress on the stormwater work order. I'm just going through the Atwell final administrative review of the work order before providing that to the District for approval. We are going to get that document to you guys.*

**III. District Manager**

- a) **Financial Statement for period ending December 31, 2021 (unaudited)**
- b) **Financial Statement for period ending January 31, 2022 (unaudited)**
- c) **Financial Statement for period ending February 28, 2022 (unaudited)**

No report.

**SEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Mr. Gill asked if there were any Supervisor's requests; there were none. He asked if there were any members of the audience present in person, by audio, or by video, with any questions or comments; there were none.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Gill adjourned the meeting at approximately 11:30 a.m.

**On MOTION made by Mr. Jason Ford, seconded by Mr. Travis Stagnita, and with all in favor, the meeting was adjourned.**

River Landing Community Development District

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

\_\_\_\_\_  
Robert Lee, Chairperson

**RESOLUTION 2022-6**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors of River Landing Community Development District (the "Board") prior to June 15, 2022, a proposed Budget for Fiscal Year 2023; and

**WHEREAS**, the Board has considered the proposed Budget and desires to set the required public hearing thereon.

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

**SECTION 1.** That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2.** The proposed Budget submitted by the District Manager for Fiscal Year 2023 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3.** A public hearing on said approved budget is hereby declared and set for the following date, hour, and location:

**DATE:** Tuesday, July 19, 2022  
**HOUR:** 11:00 A.M.  
**LOCATION:** Rivers Edge Sales Center  
2542 Meander Cove  
Wesley Chapel, Florida 33543

**SECTION 4.** In anticipation of an earlier scheduled Public Hearing date, the Fiscal Year 2023 Proposed Budget was previously submitted to Pasco County on March 8, 2022, to ensure compliance with the 60-day reporting requirement. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is directed to post the proposed budget on the District's website at least two days before the Public Hearing date.

**SECTION 5.** Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6.** 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

**RESOLUTION 2022-6**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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 7.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 8.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 21st day of June 2022.

**ATTEST:**

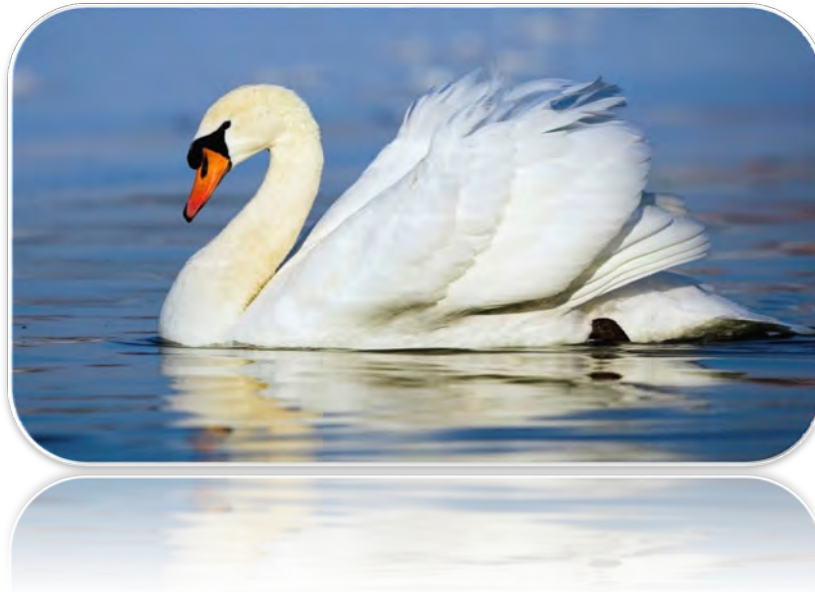
**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairman

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## PROPOSED BUDGET

FISCAL YEAR 2023

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37 STREET, FT. LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**River Landing Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2023**

Description	Fiscal Year		Anticipated	Fiscal Year
	2022	Actual at	Year End	2023
	Budget	01/31/2022	09/30/2022	Budget
<b>Revenues and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -
<b>Assessment Revenue</b>				
Assessments - On-Roll	\$ 174,443	\$ 166,406	\$ 174,443	\$ 203,069
Assessments - Off-Roll	\$ -	\$ -	\$ -	\$ -
<b>Contributions - Private Sources</b>				
Taylor Morrison (Street Light Acquisition)	\$ -	\$ 691,018	\$ 691,018	\$ -
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 174,443</b>	<b>\$ 857,424</b>	<b>\$ 865,461</b>	<b>\$ 203,069</b>
<b>Appropriations</b>				
<b>Legislative</b>				
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -
<b>Executive</b>				
Professional - Management	\$ 40,000	\$ 13,333	\$ 40,000	\$ 41,000
<b>Financial and Administrative</b>				
Audit Services	\$ 5,000	\$ -	\$ 5,200	\$ 5,200
Accounting Services	\$ 16,000	\$ 5,333	\$ 16,000	\$ 25,500
Assessment Roll Preparation	\$ 16,000	\$ 5,333	\$ 16,000	\$ 17,000
Arbitrage Rebate Fees	\$ 500	\$ -	\$ 1,000	\$ 1,000
<b>Other Contractual Services</b>				
Recording and Transcription	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 2,000	\$ -	\$ 1,500	\$ 1,500
Trustee Services	\$ 4,300	\$ -	\$ 4,300	\$ 4,300
Dissemination Agent Services	\$ 5,000	\$ 600	\$ 5,000	\$ 5,000
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -
Bank Service Fees	\$ 360	\$ 74	\$ 350	\$ 350
<b>Travel and Per Diem</b>				
	\$ -	\$ -	\$ -	\$ -
<b>Communications and Freight Services</b>				
Telephone	\$ -	\$ -	\$ -	\$ -
Postage, Freight & Messenger	\$ 500	\$ 11	\$ 250	\$ 250
<b>Rentals and Leases</b>				
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -
Computer Services (Web Site)	\$ 2,000	\$ 100	\$ 1,500	\$ 1,500
<b>Insurance</b>				
	\$ 5,500	\$ 9,972	\$ 9,972	\$ 15,000
<b>Subscriptions and Memberships</b>				
	\$ 175	\$ 175	\$ 175	\$ 175
<b>Printing and Binding</b>				
	\$ 400	\$ 194	\$ 400	\$ 400
<b>Office Supplies</b>				
	\$ -	\$ -	\$ -	\$ -

**River Landing Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2023**

Description	Fiscal Year 2022 Budget	Actual at 01/31/2022	Anticipated Year End 09/30/2022	Fiscal Year 2023 Budget
<b>Legal Services</b>				
General Counsel	\$ 15,000	\$ 4,806	\$ 15,000	\$ 15,000
Boundary Amendment	\$ -	\$ -	\$ -	\$ -
<b>Other General Government Services</b>				
Engineering Services	\$ 1,000	\$ 4,440	\$ 7,500	\$ 7,500
Contingencies	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Other Physical Environment</b>				
Repairs and Maintenance				
Naturalized Area Maintenance	\$ 50,000		\$ 30,000	\$ 50,000
<b>Road and Street Facilities</b>				
Capital Improvements				\$ -
Street Lights Purchase	\$ -	\$ -	\$ -	\$ -
Street Lights Installation	\$ -	\$ -	\$ -	\$ -
<b>Reserves</b>				
Operational Reserve (Future Years)	\$ -	\$ -	\$ -	\$ -
<b>Other Fees and Charges</b>				
Discounts, Tax Collector Fee and Property Appraiser Fee	\$ 10,708	\$ -	\$ 10,708	\$ 12,394
<b>Total Appropriations</b>	<b>\$ 174,443</b>	<b>\$ 44,371</b>	<b>\$ 164,855</b>	<b>\$ 203,069</b>
<b>Fund Balances:</b>				
<b>Change from Current Year Operations</b>	\$ -	\$ 813,053	\$ 700,606	\$ -
<b>Fund Balance</b>				
Restricted for Future Operations	\$ -	\$ -	\$ -	\$ -
Restricted for Street Light Acquisitions	\$ -	\$ 691,018	\$ 691,018	\$ 691,018
Unassigned.	\$ 3,194	\$ 125,229	\$ 6,394	\$ 6,394
<b>Total Fund Balance</b>	<b>\$ 3,194</b>	<b>\$ 816,247</b>	<b>\$ 697,412</b>	<b>\$ 697,412</b>
<b>Assessment Rate</b>	<b>\$ 200.43</b>			<b>\$ 233.41</b>
<b>Units Subject to Assessment</b>	<b>870</b>			<b>870</b>

**River Landing Community Development District  
General Fund - Budget  
Fiscal Year 2023**

		FY 2022
<b>Revenues and Other Sources</b>		
Carryforward		\$ -
Interest Income - General Account		\$ -
<hr/>		
<b>Appropriations</b>		
<b>Legislative</b>		
Board of Supervisor's Fees		\$ -
<p>The Board's fees are statutorily set at \$200 for each meeting of the Board of Supervisor's not to exceed \$4,800 for each Fiscal Year. The Budgeted amount reflects that the anticipated meetings for the District. The current Board has waived the statutory authorized fees.</p>		
<b>Executive</b>		
Professional - Management		\$ 41,000
<p>The District retains the services of a professional management company - <b>JPWard and Associates, LLC</b> - which specializes in Community Development Districts. The firm brings a wealth of knowledge and expertise to the District.</p>		
<b>Financial and Administrative</b>		
Audit Services		\$ 5,200
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures, if it's Revenues or Expenditures reach a certain threshold.</p>		
Accounting Services		\$ 25,500
<p>For the Maintenance of the District's books and records on a daily basis.</p>		
Assessment Roll Preparation		\$ 17,000
<p>For the preparation by the Financial Advisor of the Methodology for the General Fund and the Assessment Rolls including transmittal to the Collier County Property Appraiser.</p>		
Arbitrage Rebate Fees		\$ 1,000
<p>For required Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does not exceed the interest rate on the Bond's.</p>		
<b>Other Contractual Services</b>		
Recording and Transcription		\$ -
Legal Advertising		\$ 1,500
Trustee Services		\$ 4,300
<p>With the issuance of the District's Bonds, the District is required to maintain the accounts established for the Bond Issue with a bank that holds trust powers in the State of Florida. The primary purpose of the trustee is to safeguard the assets of the Bondholder's, to insure the timely payment of the principal and interest due on the Bonds, and to insure the investment of the funds in the trust are made pursuant to the requirements of the trust.</p>		
Dissemination Agent Services		\$ 5,000
<p>With the issuance of the District's Bonds, the District is required to report on a periodic basis the same information that is contained in the Official Statement that was issued for the Bonds. These requirements are pursuant to requirements of the Securities and Exchange Commission and sent to national repositories.</p>		
Property Appraiser Fees		\$ -
Bank Service Fees		\$ 350
Travel and Per Diem		\$ -
<b>Communications and Freight Services</b>		
Telephone		\$ -
Postage, Freight & Messenger		\$ 250
<b>Rentals and Leases</b>		
Miscellaneous Equipment		\$ -
Computer Services (Web Site Maintenance)		\$ 1,500



**River Landing Community Development District  
General Fund - Budget  
Fiscal Year 2023**

	<b>FY 2022</b>
<b>Insurance</b>	\$ 15,000
<b>Subscriptions and Memberships</b>	\$ 175
<b>Printing and Binding</b>	\$ 400
<b>Office Supplies</b>	\$ -
<b>Legal Services</b>	
General Counsel	\$ 15,000
The District's general council provides on-going legal representation relating to issues such as public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers".	
 <b>Other General Government Services</b>	
Engineering Services	\$ 7,500
The District's engineering firm provides a broad array of engineering, consulting and construction services, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Contingencies	\$ -
Other Physical Environment	
Repairs and Maintenance	
Naturalized Area Maintenance	\$ 50,000
<b>Road and Street Facilities</b>	
Capital Improvements	\$ -
Street Lights Purchase	\$ -
Street Lights Installation	
<b>Reserves</b>	
Operational Reserve (Future Years)	\$ -
The District has established an operational reserve to cover expenses that occur before assessment monies are received, and/or other expenses that may arise that are not anticipated in the Budget.	
 <b>Other Fees and Charges</b>	
Discounts and Tax Collector Fees	\$ 12,394
4% Discount permitted by Law for early payment and 3% Tax Collector Fee and Property Appraiser Fee	
	<b>Total Appropriations: <u>\$ 203,069</u></b>

**River Landing Community Development District**  
**Debt Service Fund - Series 2020A Bonds - Budget**  
**Fiscal Year 2023**

Description	Fiscal Year 2022 Budget	Actual at 01/31/2022	Anticipated Year End 09/30/2022	Fiscal Year 2023 Budget
<b>Revenues and Other Sources</b>				
<b>Carryforward</b>	\$ 160,747	\$ -	\$ -	
<b>Interest Income</b>				
Revenue Account	\$ -	\$ -	\$ -	\$ -
Reserve Account	\$ -	\$ -	\$ -	\$ -
Interest Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Capitalized Interest Account	\$ -	\$ -	\$ -	\$ -
<b>Special Assessment Revenue</b>				
Special Assessment - On-Roll	\$ 545,459	\$ 518,254	\$ 545,459	\$ 545,459
Special Assessment - Off-Roll	\$ -	\$ -	\$ -	\$ -
Special Assessment - Prepayment	\$ -	\$ -	\$ -	\$ -
<b>Bond Proceeds</b>				
Capitalized Interest Fund Deposit		\$ -	\$ -	
Reserve Fund Deposit	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 706,206</b>	<b>\$ 518,254</b>	<b>\$ 545,459</b>	<b>\$ 545,459</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
Principal Debt Service - Mandatory	\$ 155,000	\$ -	\$ 155,000	\$ 160,000
Principal Debt Service - Early Redemptions				
<b>Interest Expense</b>				
	\$ 351,788	\$ -	\$ 351,788	\$ 347,138
<b>Other Fees and Charges</b>				
Discounts/Collection Costs	\$ 35,475	\$ -	\$ 35,475	\$ 35,500
Operating Transfers Out	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures and Other Uses</b>	<b>\$ 542,263</b>	<b>\$ -</b>	<b>\$ 542,263</b>	<b>\$ 542,637</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	\$ -	\$ 518,254	\$ 3,196	\$ 2,822
<b>Fund Balance - Beginning</b>	\$ 488,134	\$ 488,134	\$ 488,134	\$ 488,134
<b>Fund Balance - Ending</b>	<b>\$ 488,134</b>	<b>\$ 1,006,388</b>	<b>\$ 491,330</b>	<b>\$ 490,955</b>

**Restricted Fund Balance:**

Reserve Account Requirement	\$ 253,831
Restricted for November 1, 2023 Interest Payment	\$ 171,169
<b>Total - Restricted Fund Balance:</b>	<b>\$ 425,000</b>

Description of Product	Number of Units	FY 2022 Rate	FY 2023 Rate
Townhouse (20')	126	\$ 495.08	\$ 495.08
Single Family 50' - 55'	89	\$ 1,287.22	\$ 1,287.22
Single Family 60' - 64'	61	\$ 1,534.76	\$ 1,534.76
Single Family 65' - 69'	52	\$ 1,609.02	\$ 1,609.02
Single Family 70' - 74'	0	N/A	\$ -
Single Family 75' - 79'	103	\$ 1,856.57	\$ 1,856.57
<b>Total:</b>	<b>431</b>		

River Landing Community Development District

Debt Service Fund - Series 2020A

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Amount Issued:		\$ 8,585,000	Varies			
5/1/2021		\$ -		\$ 145,600.94		
11/1/2021				\$ 175,893.75	\$ 321,494.69	\$ 8,585,000
5/1/2022	\$ 155,000		3.000%	\$ 175,893.75		
11/1/2022				\$ 173,568.75	\$ 504,462.50	\$ 8,430,000
5/1/2023	\$ 160,000		3.000%	\$ 173,568.75		
11/1/2023				\$ 171,168.75	\$ 504,737.50	\$ 8,270,000
5/1/2024	\$ 165,000		3.000%	\$ 171,168.75		
11/1/2024				\$ 168,693.75	\$ 504,862.50	\$ 8,105,000
5/1/2025	\$ 170,000		3.000%	\$ 168,693.75		
11/1/2025				\$ 166,143.75	\$ 504,837.50	\$ 7,935,000
5/1/2026	\$ 175,000		3.600%	\$ 166,143.75		
11/1/2026				\$ 162,993.75	\$ 504,137.50	\$ 7,760,000
5/1/2027	\$ 185,000		3.600%	\$ 162,993.75		
11/1/2027				\$ 159,663.75	\$ 507,657.50	\$ 7,575,000
5/1/2028	\$ 190,000		3.600%	\$ 159,663.75		
11/1/2028				\$ 156,243.75	\$ 505,907.50	\$ 7,385,000
5/1/2029	\$ 195,000		3.600%	\$ 156,243.75		
11/1/2029				\$ 152,733.75	\$ 503,977.50	\$ 7,190,000
5/1/2030	\$ 205,000		3.600%	\$ 152,733.75		
11/1/2030				\$ 149,043.75	\$ 506,777.50	\$ 6,985,000
5/1/2031	\$ 210,000		4.125%	\$ 149,043.75		
11/1/2031				\$ 144,712.50	\$ 503,756.25	\$ 6,775,000
5/1/2032	\$ 220,000		4.125%	\$ 144,712.50		
11/1/2032				\$ 140,175.00	\$ 504,887.50	\$ 6,555,000
5/1/2033	\$ 230,000		4.125%	\$ 140,175.00		
11/1/2033				\$ 135,431.25	\$ 505,606.25	\$ 6,325,000
5/1/2034	\$ 240,000		4.125%	\$ 135,431.25		
11/1/2034				\$ 130,481.25	\$ 505,912.50	\$ 6,085,000
5/1/2035	\$ 250,000		4.125%	\$ 130,481.25		
11/1/2035				\$ 125,325.00	\$ 505,806.25	\$ 5,835,000
5/1/2036	\$ 260,000		4.125%	\$ 125,325.00		
11/1/2036				\$ 119,962.50	\$ 505,287.50	\$ 5,575,000
5/1/2037	\$ 270,000		4.125%	\$ 119,962.50		
11/1/2037				\$ 114,393.75	\$ 504,356.25	\$ 5,305,000
5/1/2038	\$ 280,000		4.125%	\$ 114,393.75		
11/1/2038				\$ 108,618.75	\$ 503,012.50	\$ 5,025,000
5/1/2039	\$ 295,000		4.125%	\$ 108,618.75		
11/1/2039				\$ 102,534.38	\$ 506,153.13	\$ 4,730,000
5/1/2040	\$ 305,000		4.125%	\$ 102,534.38		
11/1/2040				\$ 96,243.75	\$ 503,778.13	\$ 4,425,000
5/1/2041	\$ 320,000		4.350%	\$ 96,243.75		
11/1/2041				\$ 89,283.75	\$ 505,527.50	\$ 4,105,000
5/1/2042	\$ 335,000		4.350%	\$ 89,283.75		
11/1/2042				\$ 81,997.50	\$ 506,281.25	\$ 3,770,000
5/1/2043	\$ 350,000		4.350%	\$ 81,997.50		
11/1/2043				\$ 74,385.00	\$ 506,382.50	\$ 3,420,000
5/1/2044	\$ 365,000		4.350%	\$ 74,385.00		
11/1/2044				\$ 66,446.25	\$ 505,831.25	\$ 3,055,000
5/1/2045	\$ 380,000		4.350%	\$ 66,446.25		
11/1/2045				\$ 58,181.25	\$ 504,627.50	\$ 2,675,000
5/1/2046	\$ 400,000		4.350%	\$ 58,181.25		
11/1/2046				\$ 49,481.25	\$ 507,662.50	\$ 2,275,000
5/1/2047	\$ 415,000		4.350%	\$ 49,481.25		
11/1/2047				\$ 40,455.00	\$ 504,936.25	\$ 1,860,000
5/1/2048	\$ 435,000		4.350%	\$ 40,455.00		
11/1/2048				\$ 30,993.75	\$ 506,448.75	\$ 1,425,000
5/1/2049	\$ 455,000		4.350%	\$ 30,993.75		
11/1/2049				\$ 21,097.50	\$ 507,091.25	\$ 970,000
5/1/2050	\$ 475,000		4.350%	\$ 21,097.50		
11/1/2050				\$ 10,766.25	\$ 506,863.75	\$ 495,000
5/1/2051	\$ 495,000		4.350%	\$ 10,766.25	\$ 505,766.25	\$ -
		\$ 8,585,000		\$ 6,899,827.20	\$ 15,484,827.20	

**River Landing Community Development District**  
**Debt Service Fund - Series 2020B Bonds - Budget**  
**Fiscal Year 2023**

Description	Fiscal Year 2022 Budget	Actual at 01/31/2022	Anticipated Year End 09/30/2022	Fiscal Year 2023 Budget
<b>Revenues and Other Sources</b>				
<b>Carryforward</b>	\$ 90,487	\$ -	\$ -	\$ -
<b>Interest Income</b>				
Revenue Account	\$ -	\$ -	\$ -	\$ -
Reserve Account	\$ -	\$ -	\$ -	\$ -
Interest Account	\$ -	\$ -	\$ -	\$ -
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Capitalized Interest Account	\$ -	\$ -	\$ -	\$ -
<b>Special Assessment Revenue</b>				
Special Assessment - On-Roll	\$ -	\$ 192,547	\$ 192,547	\$ -
Special Assessment - Off-Roll	\$ 99,025	\$ 1,115	\$ 1,115	\$ 197,413
Special Assessment - Prepayment	\$ -	\$ 107,644	\$ 107,644	\$ -
<b>Bond Proceeds</b>				
Capitalized Interest Fund Deposit		\$ -	\$ -	
Reserve Fund Deposit	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 189,512</b>	<b>\$ 301,307</b>	<b>\$ 301,307</b>	<b>\$ 197,413</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>	\$ -	\$ -	\$ -	\$ -
<b>Principal Debt Service - Early Redemptions</b>	\$ -	\$ 15,000	\$ 107,644	
<b>Interest Expense</b>	\$ 189,522	\$ 99,025	\$ 189,522	\$ 197,413
<b>Other Fees and Charges</b>				
Discounts/Collection Costs	\$ -	\$ -	\$ -	\$ -
Operating Transfers Out	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures and Other Uses</b>	<b>\$ 189,522</b>	<b>\$ 114,025</b>	<b>\$ 297,166</b>	<b>\$ 197,413</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	\$ -	\$ 187,282	\$ 4,141	\$ -
<b>Fund Balance - Beginning</b>	\$ -	\$ -	\$ -	\$ 4,141
<b>Fund Balance - Ending</b>	\$ -	\$ 187,282	\$ 4,141	\$ 4,141

**Restricted Fund Balance:**

Reserve Account Requirement	\$ 253,831
Restricted for November 1, 2023 Interest Payment	N/A
<b>Total - Restricted Fund Balance:</b>	<b>\$ 253,831</b>

**RIVER LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2021**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA**

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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Supervisors  
River Landing Community Development District  
Pasco County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund, of River Landing Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



March 17, 2022



## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of River Landing Community Development District, Pasco County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 20-27 of the Pasco County, Florida enacted on July 14, 2020, effective on July 17, 2020 and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2020 are for less than an twelve month period and are unaudited.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$8,019,506) since the infrastructure is conveyed to the County for long term ownership, operations and maintenance. The deficit is strictly a result of the conveyance of infrastructure to Pasco County and is not indicative of any adverse financial standing. The nature of the deficit is common in governmental accounting and is not intended to be funded by any increase in assessments. Further, financial condition assessment procedures have been applied and no deteriorating financial conditions were noted.
- The change in the District's total net position in comparison with the prior fiscal year was (\$8,019,506), a decrease. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenue. Net position in the current fiscal year decreased due to conveyance of the infrastructure to the County and depreciation expense which represents amortization of current year's program revenues. Since depreciation expense is not a cash outflow, it is not budgeted by the District. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$1,425,578, an increase of \$1,425,578 in comparison with the prior fiscal year. The fund balance is restricted for debt service and capital projects.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows and liabilities and deferred inflows with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Government-Wide Financial Statements (Continued)

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2021	Unaudited 2020
Current and other assets	\$ 1,439,117	\$ 3,194
Capital assets, net of depreciation	3,998,948	-
Total assets	5,438,065	3,194
Current liabilities	242,638	3,194
Long-term liabilities	13,214,933	-
Total liabilities	13,457,571	3,194
Net Position		
Net investment in capital assets	(8,435,129)	-
Restricted	415,623	-
Total net position	\$ (8,019,506)	\$ -

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year mainly due to conveyance of infrastructure to Pasco County.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION	
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2021	Unaudited 2020
Revenues:		
Program revenues		
Charges for services	\$ 16,919	\$ -
Operating grants and contributions	679,189	21,806
Capital grants and contributions	108	-
Total revenues	696,216	21,806
Expenses:		
General government	127,157	21,806
Maintenance and operations*	119,129	-
Bond issuance cost	478,811	-
Interest	456,671	-
Conveyance of infrastructure	7,533,954	-
Total expenses	8,715,722	21,806
Change in net position	(8,019,506)	-
Net position - beginning	-	-
Net position - ending	\$ (8,019,506)	\$ -

\* Amount is comprised of depreciation

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$8,715,722. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of Developer contributions. The remainder of the current fiscal year revenue includes assessments and interest revenue. In total, expenses increased from the prior fiscal year as a result of bond issuance costs, interest expense, increase in general activity and conveyance of infrastructure to Pasco county that occurred in the current fiscal year.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2021 was amended to increase revenues by \$576,856 and increase appropriations by \$576,856. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2021, the District had \$4,118,077 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$119,129 has been taken, which resulted in a net book value of \$3,998,948. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2021, the District had \$13,245,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the River Landing Community Development District at the office of the District Manager, James P. Ward at 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308.

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 13,539
Restricted assets:	
Investments	1,425,578
Capital assets:	
Depreciable, net	3,998,948
Total assets	5,438,065
 <b>LIABILITIES</b>	
Accounts payable	197
Due to Developer	13,342
Accrued interest payable	229,099
Non-current liabilities:	
Due within one year	155,000
Due in more than one year	13,059,933
Total liabilities	13,457,571
 <b>NET POSITION</b>	
Net investment in capital assets	(8,435,129)
Restricted for debt service	415,623
Total net position	\$ (8,019,506)

See notes to the financial statements

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense)</u>
		<u>Charges for</u>	<u>Operating</u>	<u>Capital Grants</u>	<u>Revenue and</u>
		<u>Services</u>	<u>Grants and</u>	<u>and</u>	<u>Changes in</u>
			<u>Contributions</u>	<u>Contributions</u>	<u>Net Position</u>
					<u>Governmental</u>
					<u>Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 127,157	\$ -	\$ 679,161	\$ -	\$ 552,004
Maintenance and operations*	119,129	-	-	108	(119,021)
Bond issuance costs	478,811	-	-	-	(478,811)
Interest on long-term debt	456,671	16,919	28	-	(439,724)
Conveyance of infrastructure	7,533,954	-	-	-	(7,533,954)
Total governmental activities	<u>8,715,722</u>	<u>16,919</u>	<u>679,189</u>	<u>108</u>	<u>(8,019,506)</u>
				Change in net position	(8,019,506)
				Net position - beginning	-
				Net position - ending	<u>\$ (8,019,506)</u>

\*Amount is comprised of depreciation for current fiscal year.

See notes to the financial statements

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash and cash equivalents	\$ 13,539	\$ -	\$ -	\$ 13,539
Investments	-	644,722	780,856	1,425,578
Total assets	<u>\$ 13,539</u>	<u>\$ 644,722</u>	<u>\$ 780,856</u>	<u>\$ 1,439,117</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 197	\$ -	\$ -	\$ 197
Due to Developer	13,342	-	-	13,342
Total liabilities	<u>13,539</u>	<u>-</u>	<u>-</u>	<u>13,539</u>
Fund balances:				
Restricted for:				
Debt service	-	644,722	-	644,722
Capital projects	-	-	780,856	780,856
Total fund balances	<u>-</u>	<u>644,722</u>	<u>780,856</u>	<u>1,425,578</u>
Total liabilities and fund balances	<u>\$ 13,539</u>	<u>\$ 644,722</u>	<u>\$ 780,856</u>	<u>\$ 1,439,117</u>

See notes to the financial statements

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

Fund balance - governmental funds \$ 1,425,578

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	4,118,077	
Accumulated depreciation	<u>(119,129)</u>	3,998,948

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(229,099)	
Original issue discount	30,067	
Bonds payable	<u>(13,245,000)</u>	<u>(13,444,032)</u>
Net position of governmental activities		<u>\$ (8,019,506)</u>

See notes to the financial statements



**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Prepaid assessments	\$ -	\$ 16,919	\$ -	\$ 16,919
Developer contributions	679,161	-	-	679,161
Interest earnings	-	28	108	136
Total revenues	<u>679,161</u>	<u>16,947</u>	<u>108</u>	<u>696,216</u>
<b>EXPENDITURES</b>				
Current:				
General government	127,157	-	-	127,157
Debt service:				
Interest	-	227,572	-	227,572
Bond issuance costs	-	-	478,811	478,811
Capital outlay	552,004	-	11,100,027	11,652,031
Total expenditures	<u>679,161</u>	<u>227,572</u>	<u>11,578,838</u>	<u>12,485,571</u>
Excess (deficiency) of revenues over (under) expenditures	-	(210,625)	(11,578,730)	(11,789,355)
<b>OTHER FINANCING SOURCES (USES)</b>				
Bond issuance	-	885,414	12,359,586	13,245,000
Original issue discount	-	(30,067)	-	(30,067)
Total other financing sources (uses)	<u>-</u>	<u>855,347</u>	<u>12,359,586</u>	<u>13,214,933</u>
Net change in fund balances	-	644,722	780,856	1,425,578
Fund balances - beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ 644,722</u>	<u>\$ 780,856</u>	<u>\$ 1,425,578</u>

See notes to the financial statements

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$ 1,425,578
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	11,652,031
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(13,245,000)
In connection with the issuance of the Bonds, the original issue discount is reported as a financing use when debt is first issued, whereas the amount is eliminated in the statement of activities and reduces long-term liabilities in the statement of net position	30,067
Conveyances of infrastructure improvements to other governments is recorded as an expense in the statement of activities.	(7,533,954)
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expenses in the statement of activities.	(119,129)
Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:	
Change in accrued interest	<u>(229,099)</u>
Change in net position of governmental activities	<u><u>\$ (8,019,506)</u></u>

See notes to the financial statements

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

River Landing Community Development District (the "District") was created by Ordinance 20-27 of Pasco County on July 14, 2020, effective on July 17, 2020, Florida pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2021, all of the board members were affiliated with Taylor Morrison of Florida, Inc (the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

The District's Assessments are included on the property tax bill that all landowner's receive. The Florida Statutes provide that special assessments may be collected by using the Uniform Method. Under the Uniform Method, the District's Assessments will be collected together with County and other taxes. These Assessments will appear on a single tax bill issued to each landowner subject to such. The statutes relating to enforcement of County taxes provide that County taxes become due and payable on November 1 of the year when assessed or soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes (together with any assessments, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the District's Assessments. Upon any receipt of moneys by the Tax Collector from the Assessments, such moneys will be delivered to the District.

All city, county, school and special district ad valorem taxes, non-ad valorem special assessments and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, including the District Assessments, that are collected by the Uniform Method are payable at one time. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full and such partial payment is not to be accepted and is to be returned to the taxpayer, provided, however that a taxpayer may contest a tax assessment pursuant to certain conditions in Florida Statutes and other applicable law.

Under the Uniform Method, if the Assessments are paid during November when due or at any time within thirty (30) days after the mailing of the original tax notice or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. March payments are without discount. Pursuant to Section 197.222, Florida Statutes, taxpayers may elect to pay estimated taxes, which may include non-ad valorem special assessments such as the District's Assessments in quarterly installments with a variable discount equal to 6% on June 30 decreasing to 3% on December 31, with no discount on March 31. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment, and the Tax Collector is required to collect taxes prior to April 1 and after that date to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Certain taxpayers that are entitled to claim homestead tax exemption under Section 196.031(1), Florida Statutes may defer payment of a portion of the taxes and non-ad valorem assessments and interest accumulated on a tax certificate, which may include non-ad valorem special assessments. Deferred taxes and assessments bear interest at a variable rate not to exceed 7%. The amount that may be deferred varies based on whether the applicant is younger than age 65 or is 65 years old or older; provided that applicants with a household income for the previous calendar year of less than \$10,000 or applicants with less than the designated amount for the additional homestead exemption under Section 196.075, Florida Statutes that are 65 years old or older may defer taxes and assessments in their entirety.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)**

#### Assessments (Continued)

Collection of Delinquent Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Assessments due.

The District reports the following major governmental funds:

#### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

#### Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

#### Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

### **Assets, Liabilities and Net Position or Equity**

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater Improvements	25
Road & Street Facilities - Paving	20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Deferred Outflows/Inflows of Resources (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

### NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

### NOTE 4 - DEPOSITS AND INVESTMENTS

#### Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### Investments

The District's investments were held as follows at September 30, 2021:

	<u>Amortized cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
US Bank Mmkt 5	\$ 1,425,578	S&P A-1+	N/A
	<u>\$ 1,425,578</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – the Bond indenture determines the allowable investments and maturities, while any surplus funds are covered by the alternative investment guidelines and are generally of a short duration thus limiting the District's exposure to interest rate risk.

The Bond Indenture limits the type of investments held using unspent proceeds. The District's investments listed above meet these requirements under the indenture.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.



## NOTE 4 - DEPOSITS AND INVESTMENTS

### Investments (Continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 7,533,954	\$ 7,533,954	\$ -
Total capital assets, not being depreciated	-	7,533,954	7,533,954	-
Capital assets, being depreciated				
Stormwater Improvements	-	2,589,937	-	2,589,937
Road & Street Facilities - Paving	-	1,528,140	-	1,528,140
Total capital assets, being depreciated	-	4,118,077	-	4,118,077
Less accumulated depreciation for:				
Stormwater Improvements	-	77,698	-	77,698
Road & Street Facilities - Paving	-	41,431	-	41,431
Total accumulated depreciation	-	119,129	-	119,129
Total capital assets, being depreciated, net	-	3,998,948	-	3,998,948
Governmental activities capital assets, net	\$ -	\$ 11,532,902	\$ 7,533,954	\$ 3,998,948

The estimated cost of the improvements is approximately \$74,600,000 which will be constructed in phases. The 2020 Project is estimated to cost approximately \$11,860,000. Future improvements will be financed by a combination of future bond issuances and Developer funding. In the current fiscal year, \$7,533,954 was conveyed to the Pasco County. All of the current year improvements were acquired from the Developer.

Depreciation was charged to the maintenance and operations function.

## NOTE 6 - LONG TERM LIABILITIES

On November 13, 2020, the District issued \$8,585,000 of Capital Improvement Revenue Bonds, Series 2020A and \$4,660,000 Capital Improvement Revenue Bonds, Series 2020B. The Series 2020A Bond consists of multiple term bonds with dues dates ranging from May 1, 2025 to May 1, 2051, while Series 2020B Bonds are due November 1, 2035. Series 2020A Bonds have fixed interest rates ranging from 3.00% to 4.35% while Series 2020B Bonds has fixed interest rate of 4.25%. The Bonds were issued to finance a portion of the cost of acquiring, constructing and equipping the Series 2020A and 2020B Projects. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal on the Series 2020A Bonds is paid serially commencing on May 1, 2022 through May 1, 2051. Principal on the Series 2020B are all due on November 1, 2035.

The Series 2020A Bonds are subject to redemption at the option of the District prior to their maturity as set forth in the Bond Indenture. The Series 2020B Bonds are not subject to mandatory sinking fund redemption. The Series 2020A and Series 2020B Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to bill special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Changes in long-term liability activity for the fiscal year ended September 30, 2021 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2020A	\$ -	\$ 8,585,000	\$ -	\$ 8,585,000	\$ 155,000
Less: original issue discount	-	(14,596)	-	(14,596)	-
Series 2020B	-	4,660,000	-	4,660,000	-
Less: original issue discount	-	(15,471)	-	(15,471)	-
Total	\$ -	\$ 13,214,933	\$ -	\$ 13,214,933	\$ 155,000

At September 30, 2021, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2022	\$ 155,000	\$ 549,838	\$ 704,838
2023	160,000	545,188	705,188
2024	165,000	540,388	705,388
2025	170,000	535,438	705,438
2026	175,000	530,338	705,338
2027-2031	985,000	2,551,608	3,536,608
2032-2036	1,200,000	2,243,475	3,443,475
2037-2041	6,130,000	1,083,506	7,213,506
2042-2046	1,830,000	740,588	2,570,588
2047-2051	2,275,000	305,588	2,580,588
	\$ 13,245,000	\$ 9,625,955	\$ 22,870,955

#### **NOTE 7 – DEVELOPER TRANSACTIONS**

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$679,161.

#### **NOTE 8 – CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

#### **NOTE 9 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

#### **NOTE 10 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception.

#### **NOTE 11 – SUBSEQUENT EVENTS**

##### **Bond Payments**

Subsequent to fiscal year end, the District prepaid a total of \$15,000 of the Series 2020B Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Developer contributions	\$ 102,305	\$ 679,161	\$ 679,161	\$ -
Total revenues	<u>102,305</u>	<u>679,161</u>	<u>679,161</u>	<u>-</u>
<b>EXPENDITURES</b>				
Current:				
General government	102,305	127,157	127,157	-
Capital outlay	-	552,004	552,004	-
Total expenditures	<u>102,305</u>	<u>679,161</u>	<u>679,161</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
Fund balance - beginning			<u>-</u>	
Fund balance - ending			<u>\$ -</u>	

See notes to required supplementary information

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2021 was amended to increase revenues by \$576,856 and increase appropriations by \$576,856. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2021	<b>0</b>
Number of independent contractors compensated in September 2021	<b>1</b>
Employee compensation for FYE 9/30/2021 (paid/accrued)	<b>0</b>
Independent contractor compensation for FYE 9/30/2021	<b>\$107,352.75</b>
Construction projects to begin on or after October 1; (>\$65K)	<b>Not applicable</b>
Budget variance report	See page 22 of annual financial report
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	Operations and maintenance - <b>\$0.00</b>
	Debt service - <b>\$0.00</b>
Special assessments collected FYE 9/30/2021	<b>\$0.00</b>
Outstanding Bonds:	
Series 2020A, due November 1, 2051	see Note 6 for details
Series 2020B, due November 1, 2035	see Note 6 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
River Landing Community Development District  
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of River Landing Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 17, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

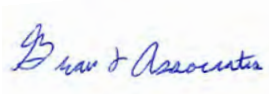
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "B. Law & Associates". The signature is written in a cursive style.

March 17, 2022





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 ▪ (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
River Landing Community Development District  
Pasco County, Florida

We have examined River Landing Community Development District, Pasco County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2021. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of River Landing Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

March 17, 2022



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
River Landing Community Development District  
Pasco County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of River Landing Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2021 and have issued our report thereon dated March 17, 2022.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 17, 2022, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of River Landing Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank River Landing Community Development District, Pasco County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

March 17, 2022

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A. First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

**River Landing Community Development District  
Debt Service Fund - Series 2020B**

Description	Principal Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Amount Issued:		\$ 4,660,000	4.250%			
5/1/2022		\$ -	4.250%	\$ 98,706.25		
11/1/2022				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2023		\$ -	4.250%	\$ 98,706.25		
11/1/2023				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2024		\$ -	4.250%	\$ 98,706.25		
11/1/2024				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2025		\$ -	4.250%	\$ 98,706.25		
11/1/2025				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2026		\$ -	4.250%	\$ 98,706.25		
11/1/2026				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2027		\$ -	4.250%	\$ 98,706.25		
11/1/2027				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2028		\$ -	4.250%	\$ 98,706.25		
11/1/2028				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2029		\$ -	4.250%	\$ 98,706.25		
11/1/2029				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2030		\$ -	4.250%	\$ 98,706.25		
11/1/2030				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2031		\$ -	4.250%	\$ 98,706.25		
11/1/2031				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2032		\$ -	4.250%	\$ 98,706.25		
11/1/2032				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2033		\$ -	4.250%	\$ 98,706.25		
11/1/2033				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2034		\$ -	4.250%	\$ 98,706.25		
11/1/2034				\$ 98,706.25	\$ 197,412.50	\$ 4,645,000
5/1/2035		\$ 4,645,000	4.250%	\$ 98,706.25		
11/1/2035				\$ 98,706.25	\$ 4,842,412.50	\$ -

**RESOLUTION 2022-7**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING NEW LOCATION FOR THE REMAINING REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the River Landing 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.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**

**SECTION 1. DESIGNATION OF DATES, TIME, AND LOCATION OF REGULAR MEETINGS.**

- a. **Date:** The third Tuesday of each month for the remainder of Fiscal Year 2022, which ends September 30, 2022.

***The Fiscal Year 2022 schedule is as follows:***

July 19, 2022	August 16, 2022
September 20, 2022	

- b. **Time:** 11:00 A.M. (Eastern Standard Time)
- c. **Location:** The Rivers Edge Sales Center  
2542 Meander Cove  
Wesley Chapel, Florida 33543

**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.

**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

**RESOLUTION 2022-7**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING NEW LOCATION FOR THE REMAINING REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

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 Supervisors 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 21st day of June 2022

**ATTEST:**

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairperson

**RESOLUTION 2022-8**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the River Landing 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.

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

**SECTION 1. DESIGNATION OF DATES, TIME, AND LOCATION OF REGULAR MEETINGS.**

a. **Date:**

October 18, 2022	November 1, 2022 (1 <sup>st</sup> Landowners’ Election)
December 20, 2022	January 17, 2023
February 21, 2023	March 21, 2023
April 18, 2023	May 16, 2023
June 20, 2023	July 18, 2023
August 15, 2023	September 19, 2023

b. **Time:**

11:00 A.M.  
10:00 A.M. (for Landowners’ Election)

c. **Location:**

The Rivers Edge Sales Center  
2542 Meander Cove  
Wesley Chapel, Florida 33543

**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 2022-8**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 2. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 2. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the River Landing Community Development District.

**PASSED AND ADOPTED** this 21st day of June 2022.

**ATTEST:**

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairman



**RESOLUTION 2022-9**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, River Landing Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	_____	2022
2	Robert Lee	2024
3	Travis Stagnitta	2024
4	David Wilson	2022
5	_____	2022

This year, Seat 1, Seat 4, currently held by David Wilson, and Seat 5, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November 2022, at 10:00 a.m., and located at the River's Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and

RESOLUTION 2022-9

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

election have been announced by the Board at its June 21, 2022, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, c/o JPWard & Associates, LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com).

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 21st day of June 2022.

**ATTEST:**

**RIVER LANDING COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
JAMES P. WARD, SECRETARY

\_\_\_\_\_  
ROBERT LEE, CHAIRPERSON

## EXHIBIT A

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within River Landing Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 511.570 acres, located south of State Road 56, West of Morris Bridge Road, North of Bonds Lane and east of undeveloped lands in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022  
TIME: 10:00 a.m.  
PLACE: The River's Edge Sales Center  
2542 Meander Cove  
Wesley Chapel, Florida 33543

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o JPWard and Associates, LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com) ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James P. Ward  
District Manager  
Run Date(s): October 9, 2022 & October 16, 2022

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 1, 2022**

TIME: **10:00 AM.**

LOCATION: **The River's Edge Sales Center  
2542 Meander Cove  
Wesley Chapel, Florida 33543**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the River Landing Community Development District to be held at the River’s Edge Sales Center, 2542 Meander Cove, Wesley Chapel, Florida 33543, on November 1, 2022, at 10:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**  
**PASCO COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 1, 2022**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the River Landing Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
4		
5		

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

Signed: \_\_\_\_\_

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

**Resolution 2022-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT ADOPTING A REVISED MASTER ENGINEER'S REPORT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, River Landing Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities that have been further described in the District's Improvement Plan, and to finance such improvements through the issuance of bonds, which bonds will be repaid by the imposition of special assessments on benefitted property within the District and any additional revenue sources permitted by Florida law; and

**WHEREAS**, on December 2, 2020, the District authorized the issuance and sale of its \$8,585,000 Capital Improvement Revenue Bonds, Series 2020A, and its \$4,660,000 Capital Improvement Revenue Bonds, Series 2020B (together, "2020 Bonds") to pay all or a part of the costs of the design, permitting, acquisition, construction and installation of certain improvements and facilities; and

**WHEREAS**, the District previously adopted the *River Landing Community Development District Master Engineer's Report*, dated July 2020 ("Engineer's Report"), which describes the District's capital improvement project; and

**WHEREAS**, the Engineer's Report stated that all "internal roadways [were] intended to be privately constructed" and "all roads behind gates...within the District except for those roads as identified on Exhibit 10 – Roadway Layout as CDD Roadways are to be private and may be funded by the Developer and dedicated to the Homeowner's Association for ownership and maintenance"; and

**WHEREAS**, the roadways located within Tract A-3, River Landing Phases 1A3 – 1A4 - 1A5 – 1A6, as recorded in Plat Book 84, Pages 25 – 36, of the Official Records of Pasco County, Florida ("Townhome Roadways"), previously designated as private roadways, will no longer be gated nor private and are now intended to have the District acquire, own, operate and maintain the roadway improvements; and

**WHEREAS**, the District desires to revise the Engineer's Report to identify the Townhome Roadways as "CDD Roadways," as defined in the Engineer's Report, and to update the cost chart to include the cost of the Townhome Roadway improvements; and

**WHEREAS**, furthermore, the District desires to revise the Engineer's Report to identify Atwell, LLC, as successor to Waldrop Engineering, as District Engineer; and

**WHEREAS**, the District desires to adopt the *River Landing Community Development District Master Engineer's Report*, as revised April 2022, attached hereto and incorporated herein by reference as **Exhibit A** ("Revised Engineer's Report"); and

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

**Resolution 2022-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT ADOPTING A REVISED MASTER ENGINEER'S REPORT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

**SECTION 2.** The Board hereby adopts the Revised Engineer's Report, attached hereto and incorporated by reference herein as **Exhibit A**.

**SECTION 3.** This Resolution is intended to supplement Resolutions 2020-19, 2020-24, and 2021-4 (together, "Assessment Resolutions"), which remain in full force and effect. This Resolution and the Assessment Resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 4.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 5.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 21st day of June 2022.

**ATTEST:**

**RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairperson

**Exhibit A:** Revised Engineer's Report



**River Landing  
Community Development District  
Master Engineer's Report  
Revised April 2022**

*Prepared for:*

**River Landing  
Community Development District  
Pasco County, Florida**

*Prepared by:*

**Kyle Clawson, P.E.  
Atwell, LLC  
Tampa, Florida**

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## INTRODUCTION

The Master Engineer's Report has been updated with the following revisions: The District has identified the roadways within the Townhome Community to be included within the "CDD Roadways". The Capital Improvement Plan (CIP) and Exhibit 10 have been updated to reflect this information. Additionally, references to "Waldrop Engineering" have been revised to "Atwell, LLC" as the District Engineer.

River Landing Community Development District (the "**District**") is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, and pursuant to ordinance enacted by the Pasco County Board of County Commissioners. The District will encompass approximately 511.570 acres of land located immediately southwest of the intersection of State Road 56 and Morris Bridge Road, in Pasco County. The District will lie within Sections 25, 30, Township 26 south, Ranges 19 & 20 east, and is bounded to the north by State Road 56, to the east by Morris Bridge Road, to the west by vacant land, and to the south by existing residential development. Please refer to **Exhibit 1 – Location Map** and **Exhibit 2 – Aerial Map**, for reference.

The District will be part of a larger, master planned community development to be known as River Landing ("**Master Development**") consisting of approximately 801 acres, ordinance approval number 19-21 ("**Development Approval**"). The Development Approval entitles the property within the Master Development with a maximum of 1,999 residential dwelling units. The Development Approval also allows for nonresidential uses including 250,000 Square Feet (SF) retail/commercial, and 150,000 SF offices. The non-residential portion of the development will be concentrated at the northeast corner of the property. Please note that the commercial property is excluded from the District boundary as shown on **Exhibit 3 – Overall Site Layout**.

The District will function as a single, functionally interrelated community. The improvements described herein are considered a system of improvements, that together, provide special benefit to all property within the District. The legal description for the District's boundary is provided as **Exhibit 4 – Legal Description and Sketch** in the appendices of this report. The matrix shown in **Table 1**, below represents the anticipated product mix for the District. Please note that this table may be revised as development commences and the final site plan is further refined by the Developer (hereafter defined).

**Table 1: Master Lot Matrix**

PRODUCT TYPE	UNIT COUNT	PERCENT OF TOTAL
52'	255	29.3%
62'	121	13.9%
65'	56	6.4%
70'	12	1.4%
75'	176	20.2%
20' Townhouse	250	28.8%
<b>TOTAL</b>	<b>870</b>	<b>100.0%</b>

### **PURPOSE AND SCOPE**

The District proposed for the purpose of financing, acquiring, constructing, maintaining and operating all or a portion of the public infrastructure necessary for the community development within the District. The purpose of this report is to outline the scope of the District's "Capital Improvement Plan" ("CIP") and provide a description of the public infrastructure improvements necessary for future development activities including those that may be financed and/or acquired by the District. The District may finance, acquire and/or, construct, operate, and maintain a portion of the public infrastructure improvements that are needed to serve the District and allocate the costs for the infrastructure improvements. Only those improvements in the CIP eligible to be funded with proceeds of tax-exempt bonds will be financed by the District. A portion of these public infrastructure improvements may be completed by Taylor Morrison of Florida, Inc. (the "Developer"), the primary developer of lands within the District, and acquired by the District with proceeds of bonds issued by the District. The Developer will finance and construct the balance of the infrastructure improvements needed for the District that are not financed by the District.

The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the District as required by Pasco County, Florida, the Southwest Florida Water Management District, and the United States Army Corps of Engineers.

The CIP described in this report reflects the District's present intentions. The implementation and completion of the CIP outlined in this report requires final approval by the District's Board of Supervisors, including the approval for the purchase of site related improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

### **CAPITAL IMPROVEMENT PLAN**

The CIP includes completed and planned infrastructure improvements that will provide special benefit to all assessable land within the District. In particular, the CIP includes: (i) improvements within the District such as the stormwater management system, wastewater system, water distribution system, and environmental mitigation, (ii) portions of the public roadways that will be located within the District, (iii) certain off-site improvements including public sewer, water and re-use water main extensions lying outside the District, and (iv) soft costs such as professional fees and permitting costs.

The estimated total cost of the CIP for the District is \$38,252,345. Refer to **Table 5** for a summary of the costs by infrastructure category for the completed and planned CIP expenditures.

The CIP status, along with anticipated completion timeline is presented in **Table 2** below.

**Table 2: CIP Status and Completion Time Line**

<b>Construction Phasing*</b>	<b>Estimated Completion Date</b>
Phase I	2021
Phase II	2022
Phase III	2023
Phase IV	2024
Phase V	2025

- The term “Phasing” refers to the platted phasing.

See **Exhibit 3 – Overall Site Layout** attached hereto for a phasing chart relating to the development of River Landing.

### **PERMITS AND APPROVALS**

**Exhibit 12 – Permit Tracker** attached hereto lists the status of all applicable permits and approvals for the CIP. The Developer received approval of the comprehensive plan and future land use map amendments needed for the Development of River Landing from Pasco County on May 21, 2019. Compliance with the conditions of said approvals and permitting requirements is currently being accomplished. It is our opinion that the CIP is feasible, there are no technical reasons existing at this time which would prohibit the implementation of the CIP as presented herein, and that permits normally obtained by site development engineers not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

### **LAND USE**

As stated, the District includes approximately 511.570 acres. **Table 3** below, illustrates the current land use plan in acreage for the District. Such information is subject to change.

**Table 3: Land Use Summary for the District**

TYPE OF USE <sup>1</sup>	ACRES +/-	PERCENT OF TOTAL
Storm Water Management	139.29	27.23%
Single Family Residential (Detached)	136.80	26.75%
Single Family Residential (Attached)	12.25	2.39%
Road Rights-of-Way	87.79	17.16%
Preservation Areas	85.42	16.69%
Parks and Amenities	8.85	1.72%
Other (Uplands, Open Space, etc.)	41.17	8.06%
<b>TOTAL</b>	<b>511.570</b>	<b>100.00%</b>

1. Areas for “Type of Use” are not meant to represent the areas for potential CDD funding or acquisitions. Refer to Tables 2 and 3 for this information.

## **ROADWAYS**

Internal roadways are intended to be privately constructed, except for those “**CDD Roadways**” identified in **Exhibit 10 – Roadway Layout**. The roadways identified as “**CDD Roadways**” are internal to the development and will either provide cross connection between public roads and or provide access from public roads to District as well as adjacent properties (outside the District). Roadways located within the Townhome Community are identified on **Exhibit 10** and included within the CIP as “**CDD Roadways**”. All roadways considered “**CDD**” which are included in the CIP are not access restricted or gated.

Access to the District will be provided via two gated entrances from existing State Road 56, a gated entrance from the future Oldwoods Ave. extension (to be constructed by others), and Barrelman Blvd (open to the public) that will lie within the District and connect S.R. 56 to Oldwoods Ave. These entrance locations can be seen on **Exhibit 3 – Overall Site Layout** for reference. All portions of the roadways behind gates, as well as the portion of the private road between the gate and the public roads, will be funded by the Developer and are not included in the CIP. The construction of Barrelman Blvd and all roadways not behind gates are included in the CIP. As noted, all roads behind gates (including portions of roadways between the gates and the public roadway system that solely provide access to the gated community) within the

District except for those roads as identified on **Exhibit 10 – Roadway Layout** as CDD Roadways are to be private and may be funded by the Developer and dedicated to the Homeowner’s Association for ownership and maintenance. The District will own and maintain the CDD Roadways. All roads will be designed and constructed in accordance with County standards.

### **UNDERGROUND AND STREET LIGHTING ELECTRICAL SYSTEM**

The District lies within the area served by Withlacoochee (WREC) service area. WREC will provide underground electric service to the site from lines located within the public right-of-way of S.R. 56 and Morris Bridge Road. Any lines and transformers would be owned by WREC and not paid for by the District.

The District may elect to purchase, install and maintain street lights for the CDD Roadways. If so, the District would finance such purchase and installation as part of the District’s CIP. Alternatively, the District may elect to lease street lights through an agreement with a 3<sup>rd</sup> Party Entity, in which case the District would fund the street lights through an annual operations and maintenance assessment. Any street lights located on internal roadways, other than the CDD Roadways, would be privately funded by a Homeowner’s Association.

The CIP includes purchase of stand-alone solar powered street lights by the District. If funded, the solar powered street lights would be completely independent from WREC owned facilities.

### **STORMWATER MANAGEMENT**

Pasco County and the Southwest Florida Water Management District (SWFWMD) regulate the design criterion for the stormwater management system within the District. The pre-development site runoff and water management conditions have been developed by Pasco County and SWFWMD. The existing, onsite, naturally occurring wetlands have been delineated by SWFWMD and the Pasco County Environmental Resources Department.

The Stormwater Management Plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.



The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.
6. Preserve the function of the floodplain storage during the 100-year storm event.

The stormwater collection and outfall systems will be a combination of curb inlets, pipes/culverts, control structures, on-site preserve/wetland areas, overland flow, open channel, and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures. None of the stormwater collection and outfall systems included in the CIP will be located within the above ground portions of private roadways.

The District will finance, own, operate and maintain the stormwater system, with the exception that the County and FDOT will own, operate and maintain the inlets and storm sewer systems within County and State rights-of-way, respectively. The District's stormwater improvements can be found on **Exhibit 9 – Storm Water Management Facilities**. The land underlying the storm water management ponds may be purchased by the District.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, and lake excavation for stormwater ponds within the CIP includes only the portion from the normal water level to the depth required to meet water quality criteria set forth by the SWFWMD. Moreover, the purpose of the lakes is to manage stormwater, with any use of such water for irrigation on private lots being incidental to that purpose. Further, all lakes included in the CIP will be constructed in accordance with the applicable requirements of governmental authorities with jurisdiction over lands in the District and not for the purpose of creating fill for private property. Additionally, all improvements

within the District-funded stormwater management plan will be located on publicly owned land or within public easements or public rights-of-way. Finally, it is less expensive to allow the developer of the land in the District to use any excess fill generated by construction of the improvements in the stormwater system than to haul such fill off-site.

### **ENVIRONMENTAL CONSERVATION/MITIGATION**

There are 33.21 +/- acres of permanent forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which, pursuant to applicable Pasco County and SWFWMD approvals, will require purchase of 17.89 wetland mitigation bank credits. More specifically, 14.69 freshwater herbaceous credits and 3.20 freshwater forested credits. The Costs associated with mitigation bank credits is included in the CIP.

### **WASTEWATER COLLECTION**

The District falls within the Pasco County utility service area with wastewater treatment service to be provided by the Pasco County Public Works Department and its existing infrastructure in the area. Please refer to **Exhibit 5 – Off-Site Existing Utility Map** for the Pasco County owned and operated utilities adjacent to the project site.

The District's onsite sanitary sewer system will consist of 8" gravity sewer collection lines with appurtenant manholes, and three community pump stations pump all of the flows to the existing County owned and maintained infrastructure. The internal force main routings will consist of 4" to 6" force mains. Please refer to **Exhibit 7 – Sanitary Sewer Facilities Exhibit** for the project's internal sanitary sewer collections system layout.

In order for Pasco County to provide utility service to the project, a new 12" forcemain will be installed within the Morris Bridge Road Right-of-way from the intersection of Morris Bridge Road and Chancey Road to facilitate a connection of the project's lift stations to the existing forcemain at the intersection of Morris Bridge Road and Chancey Road. The cost of this off-site forcemain is included in the CIP.

The wastewater collection systems for all phases – including but not limited to the off-site systems described herein – will be constructed and/or acquired by the District and then dedicated to Pasco County for ownership, operation and maintenance. As such, they are all included within the CIP. The offsite forcemain utility extension is fully impact fee creditable.

## **WATER DISTRIBUTION SYSTEM**

The District lies within the Pasco County service area with potable water service to be provided by the Pasco County Public Works Department and its existing infrastructure in the area. Please refer to **Exhibit 5 – Off-Site Existing Utility Map** for the Pasco County owned and operated utilities adjacent to the project site.

The future water distribution systems within the project consist of 12", 8", 6" and 4" water mains with appurtenant valves and fire hydrants. In order for Pasco County to provide utility service to the project, a new 16" water main will be extended from the existing 24" watermain on Chancey Road to the site. The cost of this off-site improvement is included in the CIP. Please refer to **Exhibit 6 – Water Main Layout** for the project's internal water mains.

The water distribution systems for all phases – including but not limited to the off-site systems described herein – will be constructed and/or acquired by the District and then dedicated to Pasco County for ownership, operation and maintenance. As such, they are all included within the CIP. The offsite water main utility extension is fully impact fee creditable.

## **LANDSCAPING, IRRIGATION, WALLS & STREET LIGHTS**

Entry landscaping, irrigation, perimeter walls for sound abatement and related lighting within what is identified as a CDD Landscape Buffer will be owned and maintained by the District. Walls for sound abatement will be located in a buffer easement and/or tract adjacent to CDD Roadways, and the buffer easements adjacent to S.R. 56. Please refer to **Exhibit 11 – Exterior Landscape Exhibit** for the location of the public irrigation, walls, landscaping, and lighting facilities. Such infrastructure, to the extent that it is located in right-of-ways owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County. All other landscaping, hardscape, screen walls, and lighting is to be

considered private and shall be funded by the Developer and maintained by the Homeowner's Association. CDD landscape buffers will either be in a tract to be quitclaimed to the District and/or a perpetual easement will be provided for the District to own, install, operate, maintain, repair, and replace the District's improvements.

The project's irrigation demands will be served by Pasco County. A new re-use water main from the existing 30" re-use main at the intersection of S.R. 54 and Morris Bridge Road is required for the project. A 16" re-use main would be required to serve River Landing. Pasco County is participating in the cost of construction of a 24" main in lieu of the needed 16" main. The offsite reclaimed main is eligible for 50% reimbursement through SWFWMD's Co-Operative Funding Initiative Program. Remaining costs of the offsite reclaimed main are impact fee creditable.

The irrigation facilities (12", 8", 6" and 4" piping and appurtenances) will be constructed and/or acquired by the District and then dedicated to Pasco County for ownership, operation and maintenance. As such, they are all included within the CIP. Please refer to **Exhibit 8 – Reclaimed Water Main Layout** for the location of irrigation and re-use facilities.

### **RECREATIONAL FACILITIES**

River Landing will include a centrally located Community Center that will be accessible only to residents of River Landing. The Center will be funded by the Developer and be dedicated to the HOA for ownership and maintenance.

### **CONTINGENCY**

This category includes the cost for adjustments as a result of unexpected field conditions, requirements of governmental agencies and other unknown factors that may occur throughout the course of development of the infrastructure. In general, the contingency amount is based on a percentage of the total Infrastructure cost estimate.

## PROFESSIONAL FEES

Professional fees include civil engineering, costs for site design, permitting, inspection and master planning, survey costs for construction staking and record drawings as well as preparation of preliminary and final plats, geotechnical cost for pre-design soil borings, under drain analysis and construction testing, and architectural cost for landscaping. Also included in this category are fees associated with environmental consultation and permitting and legal fees.

## OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth in **Table 4** below. Any CDD-financed components of the CIP maintained by an HOA will be pursuant to an arrangement that is reviewed by bond counsel to the CDD.

**Table 4: Ownership and Maintenance Responsibilities**

FACILITY	FUNDED BY	O & M	OWNERSHIP
Private Roadways	Developer	HOA	HOA
Recreational Facilities	Developer	HOA	HOA
Exterior Landscaping, Hardscape & Irrigation	CDD	CDD/HOA	CDD
Interior Landscaping	Developer	HOA	HOA
Water & Wastewater Facilities	CDD	COUNTY	COUNTY
Residential Irrigation Facilities	CDD/Developer	CDD/HOA	CDD/Developer
Stormwater Management	CDD	CDD/HOA	CDD
CDD Roadways	CDD	CDD/HOA	CDD
Off-Site Roadways	CDD	COUNTY/FDOT	COUNTY/FDOT
Off-Site Utilities	CDD/COUNTY/SWFWMD	COUNTY	COUNTY

Preserve Areas	CDD	CDD/HOA	CDD
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Note: Only those improvements eligible to be funded with proceeds of tax-exempt funds will be financed by the District.

### **PROJECT COSTS**

The CIP’s identifiable total costs associated with the infrastructure improvements are estimated to be \$38,252,345. The public infrastructure improvements include: CDD Roadways as identified on **Exhibit 10 – Roadway Layout** (including landscaping, irrigation, hardscaping and street lights), exterior landscape, walls, and irrigation, sewer, water, storm water management systems, and preserve areas that will benefit the developable land within the District. Private infrastructure, which is not included with the CIP, includes landscaping/hardscaping, internal roadways, portions of the excavation and grading, and the community center serving River Landing.

The Summary of Estimated Project costs shown below in **Table 5**, outlines the anticipated costs associated with the construction and acquisition of public infrastructure comprising the CIP, as well as private infrastructure to be funded by the Developer.

**Table 5: Cost Estimates**

No.	Facility	CIP	Private Improvements	Total Project Costs
		Public Improvements	Private Improvements	
1	Landscaping & Walls	\$2,025,000	\$5,043,000	\$7,068,000
2	Subdivision Potable Water System	\$1,700,000	\$0.00	\$1,700,000
3	Subdivision WasteWater System	\$3,390,000	\$0.00	\$3,390,000
4	Irrigation Facilities	\$1,350,000	\$0.00	\$1,350,000
5	Storm Water Facilities <sup>(1)(2)(3)</sup>	\$8,050,000	\$10,905,000	\$18,955,000
6	Environmental Preservation & Mitigation	\$3,130,750	\$0.00	\$3,130,750
7	Off-Site Utilities	\$9,260,000	\$0.00	\$9,260,000
8	Private Streets	\$0.00	\$6,025,000	\$6,025,000
9	Off-site Road Construction	\$1,275,000	\$0.00	\$1,275,000
10	CDD Roadways	\$2,050,000	\$0.00	\$2,050,000
12	Amenities	\$0.00	\$5,175,000	\$5,175,000
14	Electrical	\$1,203,200	\$1,165,000	\$2,368,200
15	Miscellaneous Structures	\$0.00	\$233,000	\$233,000
16	Municipal Fees & Permits	\$0.00	\$660,000	\$660,000
	<b>Subtotal (Improvements Benefiting All Units)</b>	<b>\$33,433,950</b>	<b>\$29,206,000</b>	<b>\$62,639,950</b>
17	<b>Contingency (10%)</b>	<b>\$3,343,395</b>	<b>\$2,920,600</b>	<b>\$6,263,995</b>
18	<b>Professional Fees</b>	<b>\$1,475,000</b>	<b>\$4,200,000</b>	<b>\$5,675,000</b>
	<b>Total Improvements</b>	<b>\$38,252,345</b>	<b>\$36,326,600</b>	<b>\$74,578,945</b>

Note: While land acquisition is referenced in this report, it is unlikely that the District will issue debt to fund the acquisition of real property, and any such land acquisition costs would need to be justified by a qualified appraisal, which is not available at the time of the issuance of this report. Accordingly, for purposes of this report, any potential land acquisition costs are deemed part of the ‘Contingency’ line item.”

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the 'CIP' as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units, which (subject to true-up determinations) number and type of units may be changed with the development of the District. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

### **SUMMARY AND CONCLUSION**

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting of the site plan are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications, last revisions. It is the professional opinion of Atwell, LLC that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to all lands within the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes. Further, the CIP functions as a system of improvements benefitting all lands within the District.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Pasco County and quantities as represented on the master plans. The labor



market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

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*Kyle Clawson, P.E*

*District Engineer*

*FL Registration No.: 89260*

## RESOLUTION 2022-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN RIVER LANDING TOWNHOME ROADWAY IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the River Landing Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate, and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within and without the boundaries of the District, which plan is detailed in the *Master Engineer's Report*, dated July 2020, as supplemented by the *Supplemental Engineer's Report*, dated October 2020 ("**Capital Improvement Program**"); and

**WHEREAS**, the District has authorized an *Acquisition Agreement*, dated August 28, 2020, with Taylor Morrison of Florida, Inc. ("**Developer**") which sets forth the process by which the District may acquire the improvements comprising the Capital Improvement Program; and

**WHEREAS**, the Developer has advanced, funded, commenced, and completed certain roadway improvements ("**Improvements**") located within Tract A-3, River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, as recorded in Plat Book 84, Pages 25 – 36, of the Official Records of Pasco County, Florida; and

**WHEREAS**, the District desires to confirm and approve all actions of the District Chairman and District Staff regarding the acquisition of the Improvements.

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

**SECTION 1.** The acquisition of the Improvements, the execution of documents relating to such acquisition of the Improvements, and all actions taken in the furtherance of the acquisition, are hereby declared and affirmed as being in the best interests of the District and are hereby approved and confirmed by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**RESOLUTION 2022-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN RIVER LANDING TOWNHOME ROADWAY IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** this 21st day of June 2022.

**ATTEST:**

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Robert Lee, Chairman

**Exhibit A:** River Landing Townhome Roadway Acquisition Package

**TAYLOR MORRISON**

**MASTER LAND DEVELOPMENT SERVICES AGREEMENT  
(FLORIDA)**

<b>CONTRACTOR:</b> State & Entity Type	<b>QGS DEVELOPMENT, INC.</b> a Florida corporation	<b>TAYLOR MORRISON:</b>	<b>TAYLOR MORRISON OF FLORIDA, Inc.,</b> a Florida corporation
<b>ADDRESS:</b> (Also include physical address, if different than mailing address)	17502 County Road 672 Lithia, FL 33547	<b>DIVISION NAME AND ADDRESS:</b>	West Florida Division 551 N Cattlemen Road, Suite 200 Sarasota, FL 34232
<b>ATTN:</b>	Thomas Barnes	<b>ATTN:</b>	Tony Squitieri
<b>TELEPHONE:</b>	(813) 634-3326	<b>TELEPHONE:</b>	(941) 554-2853
<b>FAX:</b>	(813) 634-1733	<b>FAX:</b>	(941) 866-0506
<b>EMAIL:</b>	dtbarnes@qgsdevelopment.com	<b>EMAIL:</b>	tsquitieri@taylormorrison.com
<b>LICENSE #:</b>	CGC1512412 / CUC1224646 / CUC1224741 / 1914700012010 / CHC1428457	<b>LICENSE #:</b>	CBC1257822
<b>FED. TAX ID #:</b>	59-2233851	<b>FED. TAX ID #:</b>	59-2179728
		<b>OWNER:</b> (Only if different than entity name above)	

This Master Land Development Services Agreement ("**Agreement**") is made effective as of this 13<sup>th</sup> day of March, 2015 (**Effective Date**"), and shall govern the relationship between Contractor and Taylor Morrison for any land development project as described in a specific Authorizing Addendum, as defined below (a "**Project**") on which Contractor provides services to the Taylor Morrison Division identified above. Contractor and Taylor Morrison agree as follows:

**ARTICLE 1--RELATIONSHIP OF THE PARTIES**

This Agreement establishes the terms and conditions on which Taylor Morrison may, from time to time, and in Taylor Morrison's sole discretion, purchase or obtain from Contractor the labor, supervision, administration, and other activities, and the equipment, tools and materials as required by the terms of this Agreement to complete the Work set forth in one or more Authorizing Addendum (as defined below). The provisions of this Agreement shall apply to and become a part of any bid submitted by Contractor and accepted by Taylor Morrison. The parties' obligations with respect to the Work under every Authorizing Addendum are expressly governed by the terms and conditions contained or referred to herein and shall be considered a part of any and all Authorizing Addendum that may be issued by Taylor Morrison hereafter to Contractor, unless otherwise expressly noted in the subject Authorizing Addendum. Any additional or different terms and conditions set forth in any invoices, acknowledgements, or similar writings produced by Contractor are objected to by Taylor Morrison, and will not be binding upon either party unless specifically agreed to in writing by an authorized representative of such party, which in the case of Taylor Morrison shall mean a President, Vice President or Board appointed Authorized Agent of the applicable Division in which the Project is located, and in the case of Contractor shall mean the Supervisor (as defined below). This Agreement is non-exclusive and is not a requirements contract. Taylor Morrison reserves the right to use its own resources and employ other contractors or subcontractors, or Taylor Morrison's own forces, to perform Work or services on any Project. The purpose of this Agreement is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event Contractor performs any Work for Taylor Morrison pursuant to an Authorizing Addendum. If any form of standard Specification is incorporated by reference into the Agreement or other Contract Documents, unless such incorporation expressly states otherwise, only the technical provisions shall be incorporated, and none of the general conditions relating to contractual risks, duties, indemnification, or legal responsibilities of the contractual parties shall be incorporated.

TB Contractor TM TM

## ARTICLE 2--CONTRACT DOCUMENTS AND AUTHORIZING ADDENDUM

2.1 **CONTRACT DOCUMENTS.** This Agreement and any addenda hereto, together with the documents described below, shall be collectively referred to as the "Contract Documents," and are hereby incorporated into and made part of this Agreement:

- (a) General Conditions (Exhibit A);
- (b) Scope of Work (Exhibit B);
- (c) Site Safety Rules (Exhibit C);
- (d) Any Authorizing Addendum or Change Orders (as defined below) issued pursuant to this Agreement (A representative form of an Authorizing Addendum is attached as Exhibit D);
- (e) Insurance Requirements (Exhibit E);
- (f) Payment Terms (Exhibit F);
- (g) Joint Check Agreement (a representative form of a Joint Check Agreement is attached as Exhibit G); and
- (h) Plans and Specifications (as defined below).

2.2 **SCOPE OF THIS AGREEMENT.** This Agreement does not authorize Contractor to commence any Work until such time as Taylor Morrison, in its sole discretion, delivers to Contractor an Authorizing Addendum for the Work in the form of the representative Authorizing Addendum set forth in Exhibit D (the "Authorizing Addendum"). In addition to the Authorizing Addendum, Contractor hereby acknowledges and agrees to be bound by the terms and conditions contained in the General Conditions attached hereto as Exhibit A.

2.3 **SCOPE OF WORK.** Contractor agrees to furnish all supervision, labor, materials, equipment and other facilities required to complete the Work based upon the scope(s) of work referenced in Exhibit B attached hereto and as more particularly described in a specific Authorizing Addendum (collectively, whether one or more, the "Scope of Work") (hereinafter, collectively the "Work") in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Scope of Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Taylor Morrison.

2.4 **ACCEPTANCE OF AUTHORIZING ADDENDUM.** If Contractor commences performance of the Work, with or without an Authorizing Addendum, it will be deemed to have accepted the terms and conditions of this Agreement. If Taylor Morrison issues an Authorizing Addendum for a Project, and Contractor undertakes Work on the Project, Contractor, by undertaking the Work, will be bound by the Authorizing Addendum just as if Contractor had signed it. If Contractor commences Work on a Project without an Authorizing Addendum having been issued by Taylor Morrison, it shall do so at its own risk and cost. Taylor Morrison may subsequently issue a Authorizing Addendum which shall govern all Work performed before and after the Authorizing Addendum is issued, unless it specifically provides otherwise.

### 2.5 AUTHORIZING ADDENDUM AND CHANGE ORDERS.

2.5.1 An Authorizing Addendum is created by Taylor Morrison and will be delivered to Contractor for its signature or deemed approval as provided in Section 2.4. All materials, quantities, prices, as well as all additional inclusions and exclusions for Contractor's Work on a Project that supplement or amend the terms of this Agreement are listed on the Authorizing Addendum or in a Change Order (as defined below). The Authorizing Addendum will also specify color and style selections or other pertinent information if applicable. All Authorizing Addenda and Change Orders are legally binding contracts and are incorporated into this Agreement as though fully set forth herein as and when issued by Taylor Morrison. All Work performed

under the Authorizing Addendum or Change Order shall be paid in the amounts listed on the Authorizing Addendum or Change Order and will not be adjusted after the Work has achieved Substantial Completion (as defined below).

- 2.5.2 Change Orders ("**Change Orders**") are for construction field variances only and are issued by Taylor Morrison. Unless otherwise agreed to by Taylor Morrison, no deviation in the Work is to be done prior to the issuance of a Change Order. Once Taylor Morrison creates a Change Order, which will be delivered to Contractor for its signature, then construction of the Work described therein can begin.
- 2.5.3 If Contractor engages in Work without an Authorizing Addendum or Change Order, Taylor Morrison shall not have any liability for payment for such Work.

### ARTICLE 3--CONTRACTOR'S OBLIGATIONS AND REPRESENTATIONS

3.1 REPRESENTATIONS AND WARRANTIES. Contractor hereby, and at all times during the performance of any Work, represents and warrants that:

- (a) Contractor is an expert in its field and trade;
- (b) Contractor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under the Contract Documents;
- (c) Contractor is a duly formed and existing entity and is authorized to do business in the state where the Project is located;
- (d) Contractor is properly qualified, certified and licensed by all governmental and quasi-governmental authorities with jurisdiction, and shall continue to be so certified and licensed at all times during performance of the Work (inclusive of any warranty obligations hereunder);
- (e) Contractor has disclosed to Taylor Morrison, in writing, any pending claims and actions, including arbitration and litigation, in which it is a party;
- (f) Contractor's execution and delivery of the Contract Documents, where required, and performance of the Work, is within its duly authorized powers and has been duly authorized;
- (g) Contractor is, at all times, in compliance with all health and safety requirements and training, as required in the local jurisdiction; and will at all times during the performance of the Work maintain a competent person responsible for all safety and health requirements at the Site (as defined below); and
- (h) Unless otherwise set forth in the Contract Documents, Contractor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Contractor shall provide to Taylor Morrison copies of all notices, permits, licenses and renewals required under the Contract Documents.

3.2 SUPERVISION. Prior to commencement of the Work, Contractor shall specify its supervisor for each Project (the "**Supervisor**") and will notify Taylor Morrison in writing as to the name and contact information for such Supervisor. Contractor shall immediately notify Taylor Morrison in writing of any temporary or permanent changes to such designee. At any time Contractor is performing the Work, and at other times as necessary, the Supervisor shall be present at the Site. Contractor represents that the Supervisor: (i) is highly qualified and has an excellent record of experience and performance on work similar to the Work; (ii) has the linguistic skills necessary to communicate with Contractor's employees, subcontractors, suppliers and others for whom Contractor is responsible, whatever their primary language may be, as well as to communicate fully with Taylor Morrison and its contractors; (iii) is fully knowledgeable regarding the Work and the requirements of the Contract Documents; and (iv) is authorized to respond to the needs and requirements of Taylor Morrison without obtaining further authorization. If Contractor fails to have adequate supervision on the Site, in addition to any other remedies available to Taylor Morrison under this Agreement, Taylor Morrison may supply its own supervision, at Contractor's sole cost, or in the alternative, cause all Contractor's employees to cease Work until adequate supervision is provided, again at Contractor's sole cost.

3.3 CORRECTION OF DEFECTIVE WORK. At any time during performance of the Work and so long as Taylor Morrison remains liable for any portion of the Work, Contractor shall remove and repair or replace any of its workmanship, materials and equipment that are defective or substandard and any equipment that fails to develop ratings, capacities, or characteristics required by the Contract Documents (collectively, the "**Defective Work**") at Contractor's sole expense and Taylor Morrison's convenience. Contractor shall also pay all damages, fees, fines and expenses incurred in removing, replacing, or repairing other Work required as a result of removing, replacing or repairing any part of its Defective Work.

3.4 SAFETY. Contractor acknowledges that Contractor, and not Taylor Morrison, is the "controlling employer" and therefore has the authority and responsibility for the safety of its employees, subcontractors, sub-subcontractors, consultants and materialmen, as well as the safety of other contractors, subcontractors, sub-subcontractors, consultants and trades in relation to Contractor's Work, while on the Site (as defined below). All necessary personal protective equipment deemed appropriate for the work assignment will be provided by Contractor at its expense to all personnel who will be instructed by Contractor in the proper selection, care and use of such safety devices and safe guards. As the "controlling employer" with regard to the safety of its own employees, Contractor shall have a designated "Responsible, Authorized Person for Safety" on the Site at all times that Contractor's personnel are working on the Project. Contractor will identify and arrange for additional safety training as the need arises, will perform continuous hazard recognition for unsafe work practices and/or unsafe work conditions and will abate same, and will eliminate all unacceptable risks howsoever created. Contractor shall comply with all requirements and standards with respect to occupational health and safety, accident prevention and safety equipment and practices, health and safety training of Contractor's employees and any subcontractor employees on-site, and any accident prevention and safety program of Taylor Morrison, including the Site Safety Rules attached hereto as Exhibit C and the General Conditions attached hereto as Exhibit A. Contractor accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors, suppliers and others for whom it is responsible, including without limitation the adequacy, and required use, of all safety equipment. In addition to its indemnification obligation under Article 9, Contractor shall pay any fine imposed on Taylor Morrison as a result of Contractor's violation of OSHA, or any other safety regulation. In the case of Contractor's failure to maintain a safe work area, Taylor Morrison may (but is not required to) correct the dangerous condition at Contractor's cost. To the extent permitted by law, Contractor agrees to defend, save, indemnify and hold harmless Taylor Morrison and all subcontractors and sub-subcontractors against any and all loss, liability, expense, claims, judgment, or demands, including demands arising from injuries to or death of persons, including, but not limited to, Contractor's employees, or any other loss, damage or expense, arising directly or indirectly out of the obligations imposed upon Contractor by this Section 3.4, or out of the operations conducted by Contractor including those due to the active or passive negligence of Taylor Morrison save and except liability, claims, judgments or demands arising through the sole "active" negligence or sole willful misconduct of Taylor Morrison and Contractor will make good to and reimburse any expenditures, including attorneys' fees, which they (or their agents) may incur by reason of such matters, and if requested in any such actions or proceedings at the sole cost and expense of Contractor.

3.5 HAZARDOUS SUBSTANCES. Contractor shall use only the minimum quantities of any Hazardous Substance (as defined below) required for the Work. Contractor shall fully comply with any laws, regulations or manufacturer's recommendations regarding the use, storage and disposal of any Hazardous Substance, and shall notify Taylor Morrison and other contractors on the Site sufficiently in advance, in writing, if Contractor intends to use any Hazardous Substance. Contractor shall promptly clean up and remove, by approved methods, any Hazardous Substance spilled or otherwise introduced onto the Site by or on behalf of Contractor. If Contractor encounters any Hazardous Substance on the Site, it shall immediately notify Taylor Morrison, in writing, and cease Work in the affected area until otherwise instructed by Taylor Morrison (as well as any regulatory agency, if applicable).

For purposes of this Agreement, "Hazardous Substance" means any materials or pollutants which pose a hazard to the Project or the Site, or to persons on or about the same, or cause the Project or the Site to be in violation of any law or local approval, or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic" or words of similar import under any applicable law or regulation.

3.6 PROJECT SITE. By commencing Work, Contractor warrants that it has carefully examined the site of the Work (the "Site"), including but not limited to all boundary and edge conditions, proposed house construction phase locations and sequences, lumber cut yards, material storage locations, wash out pits, and security, safety, traffic and parking issues and concerns, to make certain that it is acceptable to Contractor and the Site is ready to accept the Work, that it has been provided full and complete access to the Site and an area in reasonable proximity to the Site for storage and preparation of materials for the Work, and Contractor has investigated and will be satisfied as to the conditions to be encountered as to the character, quantity and quality of the Work to be done and to the requirements shown on the Plans (as defined below). Contractor shall not in any respect rely upon any representation made to it by any person on behalf of Taylor Morrison, but shall rely solely upon its own investigations. Contractor warrants that it has thoroughly reviewed all Contract Documents, including but not necessarily limited to the Plans, Specifications, Scopes of Work, Authorizing Addendum, etc. and any other pertinent information necessary to successfully complete the Work and shall be responsible to ensure that employees, supervisors, and/or other subcontractors employed by Contractor adhere to same. Contractor warrants that it has examined all material, equipment, fixture lists, etc. and compared said lists with the Plans and Specifications to confirm accuracy, and that it is familiar with the Project Site and that its bid includes all items and quantities required for Final Completion (as

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defined below) of the Project as intended by this Agreement. Any errors or omissions in the Contract Documents shall be called to the attention of Taylor Morrison in writing prior to Contractor's submission of its bid.

3.7 AS-BUILT PLANS AND ANNOTATED SPECIFICATIONS AND OTHER DOCUMENTATION. The Plans and Specifications (as defined below) shall be made available to Contractor by Taylor Morrison. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) as-built Plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features (collectively, the "Plans"); and
- (b) Specifications, inclusive of all annotated Specifications marked in the field to show all changes, revisions and substitutions (collectively, the "Specifications").

All Contract Documents provided to Contractor by Taylor Morrison pursuant to this Agreement are the exclusive property of Taylor Morrison and are not to be used by Contractor or given or assigned by Contractor to others for any purposes not specifically agreed to in writing by Taylor Morrison. All copies of the Plans and Specifications shall be returned to Taylor Morrison, in the condition provided, upon request.

In the event of a Specification that allows Contractor or any of its subcontractors to elect one of several brands, makes or types of material or equipment, Contractor shall show which of the allowable items was furnished. The as-built Plans and Specifications shall be kept at the Site, and shall be available for inspection by Taylor Morrison and any governmental authorities or utilities.

3.8 TAXES. Contractor shall pay all applicable taxes for the Work provided by Contractor. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work

3.9 INSPECTION OF WORK. The Work, and payment for same, shall be subject to inspection and approval by Taylor Morrison, its third party inspectors, and/or governmental authorities and utility companies. All tests required by the governing authorities shall be made in the presence of Contractor and/or Taylor Morrison. Contractor shall furnish all tools, instruments and equipment required for testing and shall make all temporary connections. Certificates of approval shall be obtained and delivered to Taylor Morrison. If the Work or any portion of it fails to pass inspection, Contractor shall bear all costs for reinspection, detection, correction (to the satisfaction of Taylor Morrison, its third party inspectors, and/or the relevant governmental authority or utility as applicable). Contractor shall commence corrective Work within twenty-four (24) hours after the failed inspection and shall diligently pursue the corrective Work to Final Completion. If any dispute arises as to the quality of Contractor's workmanship or the quality or type of materials furnished, Taylor Morrison's reasonable decision shall be binding on Contractor during the course of the Work. If any portion of the Work is covered prior to required inspection or contrary to the requirements of the Contract Documents or the request of Taylor Morrison, that portion shall be uncovered or removed at Contractor's sole cost and after inspection shall be recovered or replaced at Contractor's sole cost.

3.10 PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish within ten (10) days from the date of Taylor Morrison's written request, any performance and payment bond which may be required under any Authorizing Addendum in a form and with a surety satisfactory to Taylor Morrison. Changes in the Contract Documents or this Agreement shall not affect surety's liability on the bond(s). Taylor Morrison and any additional party specified in the Authorizing Addendum shall be multiple obligees on such bonds.

#### ARTICLE 4--CONTRACT PRICE AND PAYMENT

4.1 CONTRACT PRICE. Contractor shall perform the Work for the contract price set forth in the Authorizing Addendum accepted by Contractor as provided in Section 2.4 (the "Contract Price").

4.2 PAYMENT. Taylor Morrison shall pay Contractor as provided in Exhibit F, as may be modified in the Authorizing Addendum, so long as Contractor is not in default under this Agreement or any Authorizing Addendum, upon certification by Taylor Morrison that the portion of the Work for which payment has been requested has been completed satisfactorily.

Taylor Morrison shall pay to Contractor the amount due (whether progress or final payment) within the time period specified in Exhibit F after Contractor has submitted a complete and accurate Application for Payment (as specified in Exhibit F), or

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such shorter time as required by applicable state statute. Taylor Morrison shall make final payment to Contractor of the balance due to it under each Authorizing Addendum within the time period specified in Exhibit F after any of the following events occur: (1) Taylor Morrison certifies that the Project has achieved Substantial Completion and, within the time provided in the Authorizing Addendum, Taylor Morrison submits a written punchlist to Contractor and Contractor substantially completes all of the items on the punchlist; or (2) Taylor Morrison or a third party takes possession of the Project, and, within the time provided by the Authorizing Addendum, Taylor Morrison submits a written punch-list to Contractor and Contractor substantially completes all of the items on the punchlist. Contractor's final Application for Payment shall include the Final Payment Affidavit and Waiver and Release of Lien Upon Final Payment in accordance with Chapter 713, Florida Statutes.

4.3 **BACK-CHARGES.** Taylor Morrison may deduct from any amounts due to Contractor any sum owed by Contractor to Taylor Morrison. Taylor Morrison shall have the right, but not the obligation, to withhold out of any payments due to Contractor an amount sufficient to completely protect Taylor Morrison against any and all loss, delay, damage or expense on account of any breach by Contractor of any provision or obligation of this Agreement, the Contract Documents or any other agreement between Taylor Morrison and Contractor, including Contractor's failure to provide proof of insurance coverage, as required by Exhibit E.

4.4 **RETENTION.** From each progress payment made prior to the time Contractor has substantially completed the Work, Taylor Morrison shall retain ten percent (10%) of the amount otherwise due after deduction of any amounts provided in Section 4.3 ("**Retainage**"). In no event shall such Retainage exceed or otherwise be in conflict with any applicable statutory requirements of this Agreement. Taylor Morrison may, in its sole discretion, reduce the amount of the Retainage at any time.

#### **ARTICLE 5--CHANGES TO THE WORK**

5.1 **TAYLOR MORRISON'S RIGHT TO CHANGE WORK.** During the course of the Work, Taylor Morrison may make changes of any scope or nature, including additions to and deletions from, the Work. Taylor Morrison shall issue to Contractor a Change Order for each change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed. Taylor Morrison is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Taylor Morrison. Any and all extra work, change orders, work under any Authorizing Addendum, or other work at the Project, shall be governed by the provisions of this Agreement.

5.2 **CONTRACTOR'S COMPENSATION FOR CHANGE IN WORK.** Taylor Morrison shall determine the adjustment in Contract Price associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in Contract Price, set forth in the Change Order. Any request for additional compensation, which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if in the sole opinion of Taylor Morrison the Work in question is a required item under the original Contract Documents.

#### **ARTICLE 6--PROSECUTION OF THE WORK.**

6.1 **COMMENCEMENT OF THE WORK.** Contractor's Work shall be commenced as specified in the Authorizing Addendum. Contractor shall prosecute the Work: (i) in a diligent, efficient and workmanlike manner when the Work, or any part of it, becomes available; or (ii) at any other times that Taylor Morrison directs; and (iii) in either event, so as to not interfere or delay the work of other contractors.

6.2 **SCHEDULE, SUBSTANTIAL COMPLETION AND FINAL COMPLETION.** Contractor shall notify Taylor Morrison when it considers Substantial Completion (as defined below) of the Work to have been achieved. Taylor Morrison shall promptly conduct an inspection to determine whether the Work can be occupied or utilized for its intended use by Taylor Morrison ("**Substantial Completion**"). If Taylor Morrison determines that the Work has not reached Substantial Completion, Taylor Morrison shall promptly compile a list of items to be completed or corrected in order for Taylor Morrison to utilize or occupy the Work. Contractor shall promptly complete all items on the list within ten (10) working days from receipt of the list. When Substantial Completion is achieved, Taylor Morrison shall prepare a certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Taylor Morrison and Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Work. The certificate shall also include

a punch list of the items to be completed or corrected, and establish the time for their completion or correction. Upon issuance by Taylor Morrison of the certificate of Substantial Completion, Taylor Morrison shall pay to Contractor the remaining retainage held by Taylor Morrison for the Work less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining punch list items of the Work, as necessary to achieve final completion. "Final Completion" shall mean the completion of all such punch list items of the Work.

6.3 NO DAMAGES FOR DELAY. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Taylor Morrison, or anyone for whom Taylor Morrison is responsible.

6.4 FORCE MAJEURE EVENTS. Taylor Morrison shall not be liable to Contractor for damages resulting from delay in or termination of Contractor's Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, war, terrorism or combined action of the workmen or others, governmental delays or any acts of God, including but not limited to severe snowstorms, earthquakes, hurricanes, floods or any other cause or condition beyond its control making it inadvisable in Taylor Morrison's determination to proceed with the Work (collectively, a "Force Majeure Event"). Taylor Morrison shall have no obligation to resume Work discontinued under this Section. If Taylor Morrison elects not to resume the Work, Contractor's sole and exclusive remedy shall be payment on a pro-rata basis for percentage of Work that has actually been completed as of the date of its receipt of Taylor Morrison's notice pursuant to the terms of this Agreement, and Section 11.1 shall not apply.

6.5 LIQUIDATED DAMAGES. Contractor understands that if it does not achieve Substantial Completion of the Work by the completion deadline set forth in the applicable Authorizing Addendum, as it may be amended by subsequent Change Order, and the delay was not caused by a default or breach under this Agreement by Taylor Morrison, then Taylor Morrison will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if it does not achieve Substantial Completion of the Work by the deadline set forth in the Authorizing Addendum, Contractor shall pay to Taylor Morrison the amount specified in the applicable Authorizing Addendum as liquidated damages and not as a penalty for each day that performance of the Work extends beyond the required Substantial Completion deadline. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by Taylor Morrison which are occasioned by Contractor's failure to complete the Work by the Substantial Completion deadline.

#### ARTICLE 7--SUBCONTRACTORS AND LABOR

7.1 LIST OF SUBCONTRACTORS AND SUPPLIERS. Contractor shall maintain a list of the names, addresses and phone numbers of all subcontractors and suppliers who provided or are to provide labor for and/or supply materials to Contractor in connection with the Work and shall provide the same to Taylor Morrison upon request. Contractor agrees to include all terms and conditions of this Agreement in all of its subcontracts and shall incorporate all Contract Documents into its subcontracts. Contractor further agrees that any subcontract shall provide that Taylor Morrison of Florida, Inc., Taylor Morrison, Inc., and its affiliates of all tiers, and any additional parties set forth in the applicable Authorizing Addendum, will be an additional insured on all required insurance policies (except worker's compensation). Contractor agrees not to underlet, sublet, assign or subcontract any of the Work covered by this Agreement without Taylor Morrison's prior written consent, which consent may be withheld in Taylor Morrison's sole discretion. No such subcontracting shall relieve Contractor from its obligations under this Agreement, including without limitation, liability for defective Work.

7.2 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS. Taylor Morrison, in its sole discretion, may request written verification directly from Contractor's subcontractors and suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this Agreement. In the event Contractor's accounts with its suppliers or subcontractors are delinquent beyond the suppliers' or subcontractors' due date, Taylor Morrison may, but is not obligated to, elect to withhold payment from Contractor and directly pay Contractor's subcontractors and suppliers to bring Contractor's accounts current. Any residual amount due Contractor after outstanding bills with Contractor's suppliers and subcontractors have been satisfied will then be paid to Contractor. If any demand is made on Taylor Morrison for amounts due to Contractor's suppliers or subcontractors, which is inconsistent with amounts payable by Contractor, then Taylor Morrison shall have the right to withhold payment to Contractor and retain such payment until such payment demand is reconciled to Taylor Morrison's satisfaction. Taylor Morrison may also, but is not obligated to, elect to make payment jointly to Contractor and any supplier or subcontractor of Contractor by joint check, pursuant to the specimen joint check agreement attached hereto as Exhibit G ("Joint Check Agreement"), which shall be executed by all parties within three (3) days of Taylor Morrison's request therefore. Under no circumstances will Taylor Morrison be obligated to execute the Joint Check

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Agreement or a similar such document on Contractor's, subcontractor's or supplier's own form. Similarly, under no circumstances will Taylor Morrison be obligated to issue a joint check if the Contractor and/or Supplier fail to comply with the terms of the Joint Check Agreement.

7.3 LIENS AND ENCUMBRANCES. Contractor may not commence work until a Notice of Commencement has been recorded and posted on the Property.

In consideration of Taylor Morrison entering into this Agreement and to the extent permitted by law, Contractor agrees that no liens shall be filed or maintained against a Project or Taylor Morrison by Contractor or its subcontractors or suppliers. To confirm such agreement, Contractor shall provide waivers of liens in proper statutory form for the State of Florida as requested by Taylor Morrison. If any of Contractor's subcontractors, materialmen, laborers or suppliers files or maintains any such lien or claim after payment by Taylor Morrison to Contractor, Contractor agrees to immediately cause such lien and claim to be satisfied, removed or discharged at its own expense by bond, payment or otherwise. Taylor Morrison shall have the right at any time and without notice to or opportunity to cure by Contractor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed or discharged by whatever means Taylor Morrison chooses, at the entire cost and expense of Contractor, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS TAYLOR MORRISON FROM AND AGAINST ANY AND ALL SUCH LIENS AND CLAIMS AND ACTIONS BROUGHT OR JUDGMENTS RENDERED THEREON, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH TAYLOR MORRISON MAY SUSTAIN OR INCUR IN CONNECTION THEREWITH. Notwithstanding this Section 7.3, Contractor shall not be required to provide a general release or waiver of lien prior to commencing the Work.

7.4 LAWS. Contractor shall comply with all applicable federal, state and local laws, statutes, rules, codes, orders, regulations and ordinances including but not limited to all immigration, labor, environmental, tax, social security, unemployment compensation, workers' compensation and safety laws, building codes, statutes, rules, codes, orders and regulations (collectively, "Laws"). Contractor shall ensure that all employees of Contractor, and all employees of any of its subcontractors or suppliers, are fully documented and legally permitted to work in the United States. Contractor shall assume the defense of, and indemnify, protect and save harmless Taylor Morrison, its subsidiaries, affiliates, officers and employees from all claims, liabilities, losses or damages, including attorneys' fees, costs and expenses, resulting from Contractor's violation of this Section 7.4. Contractor acknowledges that \$1000 of the Contract Price is consideration for the foregoing indemnity.

#### ARTICLE 8--INSURANCE

During the performance of all Work at the Project, Contractor and its approved subcontractors and suppliers shall, at their own expense, procure and maintain insurance on the terms and in the amounts set forth in Exhibit E.

#### ARTICLE 9--INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall assume the defense of, and indemnify, protect and save harmless Taylor Morrison, its parent, subsidiaries, affiliates, suppliers, agents, officers, directors, employees, and Taylor Morrison's own qualified parties on its construction licenses from all accidents, claims, judgments, liens, liabilities, losses, damages or injuries of any kind or nature whatsoever (including, without limitation, bodily injury, occupational injury or illness, death and any damage to the Work or the work of other contractors caused in whole or in part by Contractor), including attorneys' fees, costs, expenses, fines, penalties and damages (collectively, "Claims"), directly or indirectly resulting from the negligence, willful misconduct, performance or failure to perform the Work by Contractor, its employees, agents, laborers, or subcontractors, or any other obligation of Contractor under this Agreement or applicable law, and will defend, using counsel of Taylor Morrison's choice, any and all claims or actions which may be brought against Taylor Morrison on account of any such Claims, and Contractor will reimburse any expenditures, including attorneys' fees, which Taylor Morrison may incur by reason of such Claims. The foregoing indemnity is independent of and not limited to proceeds payable from any of the insurance policies required under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligations or other liability hereunder. Contractor waives any rights of subrogation against Taylor Morrison and shall require Contractor's agents to waive subrogation against Taylor Morrison. Contractor acknowledges that \$1000 of the Contract Price is consideration for the foregoing indemnity.

## ARTICLE 10--WARRANTY

For the Warranty Period specified below and under applicable law, Contractor warrants to Taylor Morrison that:

- (a) the Work shall be of first-class workmanship and free from defects;
- (b) the Work shall conform with the Contract Documents; and
- (c) the Work shall strictly comply with all applicable Laws.

Any portions of the Work not conforming to the above standards, including any substitutions not properly authorized, shall be considered defective. Contractor warrants the Work for the greater of (i) two (2) years from the date of Final Completion and initial acceptance by the applicable governmental authority, or (ii) the period of time required by statutory or regulatory warranty periods imposed in the applicable jurisdiction (the "Warranty Period"). If any portion of the Work is found to be not in accordance with the warranties set forth above at any time during the Warranty Period, Contractor, at its sole cost, shall promptly replace or repair it, as determined by Taylor Morrison, to Taylor Morrison's satisfaction. Contractor shall perform all necessary corrections within the shortest time possible, and shall use such overtime help and time saving procedures as Taylor Morrison may require. Contractor shall bear all costs arising out of defects, including without limitation, all costs of detection, correction or delay, Taylor Morrison's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Taylor Morrison and the cost of repairing or replacing all other work adversely affected. The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction. If Contractor fails to initiate proper corrective action within not more than twenty-four (24) hours after notice from Taylor Morrison, or in the event of emergency, the problem may be corrected by Taylor Morrison, at Contractor's sole cost. This warranty is in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced. These provisions shall survive termination or expiration of this Agreement and Final Completion of the Work.

## ARTICLE 11--TERMINATION

11.1 **TERMINATION FOR CONVENIENCE.** Without waiving any other rights under this Agreement or applicable law, at any time and for any or no reason, Taylor Morrison may terminate this Agreement and/or the Authorizing Addendum(s) for Taylor Morrison's convenience by two (2) business days' written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the Work and the placing of orders for materials in connection with the Work, and if requested, shall make every reasonable effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Taylor Morrison, or at Taylor Morrison's option give Taylor Morrison the right to assume and receive all benefits to be derived from those obligations directly. Upon termination under this Section 11.1, Contractor shall be entitled, as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a markup of five percent (5%) aggregate on such actual, direct cost of completed Work, for Contractor and subcontractors and suppliers of all tiers, as full compensation for all indirect costs, impact costs, field supervision, administration, overhead and profit, or (b) the percentage of Work completed multiplied by the Contract Price minus the amount of any payments made to Contractor prior to the date of termination and any amounts owed to Taylor Morrison by Contractor under the Contract Documents. Contractor shall not be entitled to any claim against Taylor Morrison for undocumented or unearned compensation, lost profits, lost opportunities or other damages (consequential, incidental, special, actual, direct or indirect damages), including, but not limited to, staging, earlier removal and storage.

11.2 **TERMINATION FOR DEFAULT.** In the event:

- (a) Contractor files, or is the subject of, a petition for bankruptcy;
- (b) Contractor makes a general assignment for the benefit of its creditors;
- (c) a receiver is appointed on account of Contractor's insolvency;
- (d) a writ of execution or attachment or any similar process is issued or levied against any bank accounts of Contractor, any property or assets of Contractor being used or required for use in the performance of the Work or any substantial portion of any other property or assets of Contractor;
- (e) Contractor fails to make prompt payment to employees, laborers, subcontractors or suppliers;
- (f) Contractor refuses or neglects to supply a sufficient number of properly skilled workers or a sufficient quantity of material;

- (g) Contractor fails to properly and diligently prosecute the Work;
- (h) Contractor violates or is accused of violating any applicable law or regulation;
- (i) Contractor otherwise breaches the Contract Documents; or
- (j) Contractor's license is suspended or revoked;

and such failure or default, if curable, is not corrected within forty-eight (48) hours after written or oral request by Taylor Morrison, then Taylor Morrison, at its option, and in addition to all other rights and remedies it may have, may terminate Contractor's right to further perform under the Contract Documents and complete the performance of Contractor's Work. If the unpaid balance of the Contract Price exceeds the expense incurred by Taylor Morrison to finish the Work, any excess remaining, after deducting any other amounts due Taylor Morrison under Section 4.2, shall be paid to Contractor but only to the extent of Work properly performed but unpaid. If the expense exceeds the unpaid balance, Contractor shall immediately pay the difference to Taylor Morrison.

11.3 **DEFAULT OF OTHER AGREEMENT.** In the event that any default or breach by Contractor occurs under any other contract or agreement whatsoever between Contractor and Taylor Morrison, or any of Taylor Morrison's affiliates, such default or breach shall automatically be deemed to be a default under this Agreement unless Taylor Morrison at its sole election otherwise provides notice to Contractor. In addition to the remedies provided herein, Taylor Morrison shall have the right to setoff and deduct any damages or costs incurred by Taylor Morrison or any of Taylor Morrison's affiliates (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Taylor Morrison shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

## ARTICLE 12--DISPUTE RESOLUTION

12.1 **WORK CONTINUANCE AND PAYMENT.** Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute mediation or resolution proceedings. If Contractor so continues to perform, Taylor Morrison shall continue to make undisputed payments in accordance with this Agreement for Work properly performed thereafter.

12.2 **LITIGATION.** Any litigation arising out of or in any way related to this Agreement, the Contract Documents, or any Authorizing Addendum shall be brought in the state and local jurisdiction in which the Project is located. Notwithstanding the above, if Taylor Morrison is involved in any arbitration or other alternative dispute resolution proceeding with any other party, relating in any way to Contractor's Work, this Agreement, the Contract Documents, or any Authorizing Addendum governing Contractor's Work, then Contractor hereby agrees to be joined in such arbitration or alternative dispute resolution proceeding, to resolve all outstanding issues, claims and defenses between Contractor and Taylor Morrison in such arbitration or other proceeding, and to be bound by the results of such arbitration.

12.3 **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the state where the Project is located.

12.4 **ATTORNEYS' FEES.** In the event of a dispute concerning the terms of this Agreement or the enforcement of any term hereof, the substantially prevailing party shall recover its reasonable attorneys' and paralegals' fees, as well as all costs of litigation or arbitration, through all litigation, arbitration or other proceeding and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings. Such costs shall be deemed to be included among the damages for breach of this Agreement. For purposes of this Section, "prevailing party" shall include a party who withdraws or moves to dismiss a claim in consideration of payment received or performance owed, or other consideration in substantial satisfaction of the claim withdrawn or dismissed. If either party becomes a party to litigation, arbitration or other proceeding concerning this Agreement by reason of any act or omission of the other party, and not by reason of any act or omission of the joined party, the party that causes the other party to become joined in the litigation, arbitration or other proceeding shall be liable to the responsible party and shall be awarded all costs and expenses incurred in such action, including, without limitation, reasonable fees for attorneys, paralegals and related legal consultants.

12.5 **INTERPRETATION OF THE AGREEMENT.** This Agreement shall not be construed more strongly against either party hereto regardless of who was more responsible for its preparation. If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of other terms or provisions of this Agreement shall in no way be affected thereby. If Contractor is composed of one or more individuals or entities, all of said individuals and entities shall be jointly and severally liable hereunder.

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## ARTICLE 13--MISCELLANEOUS PROVISIONS

13.1 **INDEPENDENT CONTRACTOR.** Contractor shall pay all taxes and contributions required of Taylor Morrison or Contractor by the federal Social Security Act and unemployment compensation laws or any similar state laws for the employees of Contractor in the performance of its Work. Before performing any Work under this Agreement, Contractor shall become an independent contractor and employing unit subject, as an employer, to all applicable unemployment compensation laws so as to relieve Taylor Morrison of any liability for treating Contractor's employees as employees of Taylor Morrison for the purpose of keeping records, making reports and payment of unemployment compensation taxes or contributions. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in its part of the Work. Contractor will not be entitled to the benefits customarily provided to employees of Taylor Morrison such as workers' compensation protection, medical and life insurance or eligibility for Taylor Morrison's retirement or savings plans. Taylor Morrison shall not be obligated to pay, and shall not withhold or otherwise pay in relation to Contractor, any federal income tax, social security tax, state or local tax, workers' compensation insurance or taxes, unemployment compensation taxes or otherwise, or employees' liability insurance of any kind or to take any other action with respect to the insurance or taxes of Contractor or provide any other statutory benefit or right predicated on an employee-employer relationship. Taylor Morrison shall not exercise any discretion or control over the method and manner of the performance by Contractor of the services undertaken by Contractor pursuant to this Agreement.

13.2 **COMPLIANCE WITH LAWS.** Contractor shall keep and have available all records and make all payments, reports, collections, deductions and otherwise do all things to ascertain the applicability of and to comply with all Laws, ordinances and regulations as they affect the performance of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.3 **ASSIGNMENT.** Contractor shall not assign or subcontract this Agreement in whole or in part, or the proceeds of it, without the prior written consent of Taylor Morrison, such consent to be determined in the sole discretion of Taylor Morrison. Taylor Morrison may freely assign this Agreement.

13.4 **NO THIRD PARTY BENEFICIARY.** This Agreement, or any part of it, shall not give third parties any claim, demand or right of action against Taylor Morrison or Contractor beyond those that exist in the absence of this Agreement.

13.5 **CONFIDENTIAL INFORMATION.** Proprietary business information, strategy plans and pricing, information disclosed to Contractor in connection with the Contract Documents at any time in any form (including without limitation, orally, or in Plans, Specifications, software or other materials) which Taylor Morrison considers proprietary and so indicates to Contractor at the time of disclosure or within a reasonable time after disclosure ("**Proprietary Information**") are entrusted to Contractor only for use on behalf of Taylor Morrison. Contractor shall keep Proprietary Information in confidence and shall neither use (other than in performance of the Work) nor disclose Proprietary Information except as authorized in writing by Taylor Morrison or as required by law. Information and ideas developed by Contractor under or in the course of performing the Work shall be owned by and disclosed to Taylor Morrison and if Taylor Morrison so indicates to Contractor, such information and ideas shall be treated as Proprietary Information in accordance with this Section 13.5.

Contractor shall not divulge information concerning the Work (including for example, cost information in applications of permits and approvals) to anyone other than the core team (consisting of Contractor, the Supervisor, Taylor Morrison and their respective authorized consultants, subcontractors and suppliers) without Taylor Morrison's prior written consent unless the information has been made public by Taylor Morrison. Taylor Morrison reserves the right to release all information as well as to time its release, form and content. These requirements shall survive termination or expiration of this Agreement and the Final Completion of the Work. Contractor shall require all of its subcontractors, sub-subcontractors, suppliers and materialmen to be bound by the requirements of this Section.

13.6 **OWNERSHIP AND USE OF DOCUMENTS.** The Contract Documents are and shall remain the property of Taylor Morrison. Contractor shall return or satisfactorily account for all Contract Documents upon termination or expiration of this Agreement or otherwise as requested by Taylor Morrison.

13.7 **AMENDMENT AND WAIVER.** The provisions of the Contract Documents shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by a Division President or Vice President of Taylor Morrison. No person is authorized on behalf of Taylor Morrison to orally change, amend, waive or otherwise modify the terms of the Contract Documents or any of Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to Contractor shall be limited to the specific matters stated in the writing signed

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by a Division President or Vice President of Taylor Morrison, and shall not relieve Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.8 NO WAIVER. The failure of Taylor Morrison to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of Taylor Morrison's right thereafter to enforce each and every provision of this Agreement.

13.9 NOTICE Any notices required by this Agreement shall be in writing and sent to the address shown on the first page of this Agreement. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed notice as and when required under this Section 13.9.

13.10 INTERPRETATION OF PLANS AND SPECIFICATIONS. The Plans and Specifications generally indicate the scope of the Work, but are not guaranteed to be free from errors or omissions. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In the event Plans and Specifications are included in one part of the Contract Documents but omitted elsewhere, the Plans and Specifications are deemed to be included in both places, unless the context indicates otherwise. In the event of a conflict between the requirements of the Plans and the requirements of the Specifications, Contractor shall request from Taylor Morrison a written clarification and shall perform in accordance with such written clarification. Contractor agrees that in such case any and all labor and materials which are necessary to complete the Work shall be provided without any additional cost to Taylor Morrison.

13.11 RECORDS RETENTION. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of fifteen (15) years from the date of termination of this Agreement or the date the Work is completed, whichever is later, or such longer period of time as may be required by law. Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall be provided access to all such records and supporting documentation at no charge to Taylor Morrison, its agents, insurers or attorneys, at any and all times during normal business hours upon request of Taylor Morrison. Further, Taylor Morrison, and any duly authorized agents or representatives of Taylor Morrison, shall have the right to audit, inspect and copy all of Contractor's records and documentation and Contractor shall cooperate in any audit, inspection, or copying of the documents. Taylor Morrison's access, inspection, copying and auditing rights shall survive the termination of this Agreement.

13.12 PROMOTION. Contractor shall acquire no right under the Contract Documents to use, and shall not use, the name of Taylor Morrison or its parent, related, affiliated or subsidiary companies or any of their marks or logos or the name of the Project in any of Contractor's advertising, publicity, or promotion, including, but not limited to, the Internet; nor in any of Contractor's in-house publications; nor to express or imply any endorsement by Taylor Morrison of Contractor's Work or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited) without the prior written consent of Taylor Morrison. The provisions of this Section shall survive the termination of this Agreement.

13.13 ENTIRE AGREEMENT AND CONTROLLING DOCUMENTS. This Agreement is solely for the benefit of the parties, represents the entire integrated agreement between the parties with respect to Work performed under Authorizing Addendum(s) issued by Taylor Morrison to Contractor after the Effective Date, and supersedes all prior negotiations, representations and agreements, either written or oral, unless specifically incorporated herein. This Agreement and each and every provision are for the exclusive benefit of Taylor Morrison and Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of a conflict between this Agreement and any of the Exhibits, any Authorizing Addendum or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control. If any inconsistency among the Contract Documents cannot be resolved under the preceding sentence, the following priority shall apply: (a) this Agreement; (b) Specifications (as to particular systems); (c) Plans (provided the Plans have priority over Specifications as to quantity), and; (d) the Authorizing Addendum. The intent of this document is to express, define and outline specific Job performance criteria and specifications. Contractor agrees that if any mention has been omitted or is in conflict between the Plans, Specifications and/or Scope of Work that any Work required to complete such shall be performed the same as though specifically mentioned and shall be done to standards that equal and/or exceed industry standards and/or to the standards and direction of Taylor Morrison once Work has commenced.

13.14 ELECTRONIC SIGNATURES. Signatures on this Agreement, as well as any document identified herein, may be by facsimile, pdf or electronic signature, unless prohibited by law or required to be in a particular form for purposes of

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recordation, notarization, etc. This provision shall also apply to any documents to be signed by subcontractors, sub-subcontractors, suppliers and materialmen of Contractor.

[Signatures appear on next page.]



The parties have executed this Master Land Development Services Agreement as of the Effective Date.

**TAYLOR MORRISON:**

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION

By: 

Print Name: Anthony ("Tony") J. Squitieri

Title: Vice President

Date: 4-9-15

**CONTRACTOR:**

QGS DEVELOPMENT, INC., A FLORIDA CORPORATION

By: 

Print Name: Thomas H. Barnes

Title: Vice President

Date: 3-26-15

## EXHIBIT A

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to all Contractors working for Taylor Morrison. For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors and suppliers and their respective employees, invitees, agents, laborers, subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Master Land Development Services Agreement (the "Agreement").

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Taylor Morrison and/or Contractor is present on any Site under current direction of Taylor Morrison and/or Taylor Morrison personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in this Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances, including the International Residential Code.
- B. Nationwide Codes. Contractor shall strictly comply with all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- C. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all applicable Laws, as they may be changed and updated from time to time, applicable to the Project and Contractor's Work concerning or related to Site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1971 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the Project, and all Work on the Project, is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the Project; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, within six (6) hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the Project. In

the event of an emergency situation (e.g., flood, storm, etc.), Taylor Morrison reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Taylor Morrison if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the Project site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, sub-contractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the Project to enforce the Site Requirements, and that substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the Project, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Taylor Morrison of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and sub-contractors shall not discharge hazardous materials or chemicals on the Site, shall not engage in clean-up or repair activities on the Site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any Authorizing Addendum, remove all supplies, materials and waste remaining on the Site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- D. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work.
- E. Lines and Grades. If necessary, Taylor Morrison shall provide Contractor with base control points within fifty (50) feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its Site inspection, it shall verify the extent of such reference points to be supplied by Taylor Morrison for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Taylor Morrison. Absent written notification to Taylor Morrison, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Taylor Morrison.. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless

Contractor can establish that the Engineer's staking was in error, and the error caused the need for corrective work.

- F. Archaeological Monitoring. There may be archaeologically sensitive zones on the Site. Archaeological monitors may be present on the Site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- G. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Taylor Morrison. This policy shall include "or equal" determination.
- H. Weekly Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Taylor Morrison. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Taylor Morrison. Failure to attend may result in a \$150 fine/per occurrence to be paid within ten (10) days of the missed meeting date.
- I. Scheduling. It is Contractor's responsibility to contact Taylor Morrison about scheduling Work. All scheduling shall be by Taylor Morrison or its assigned representative. All moves as required and movement through the Project are included in the subcontract unit prices. And no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Taylor Morrison in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Taylor Morrison showing the total number of workmen and a description of the Work performed (classified by skills).
- J. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- K. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Taylor Morrison. All workers employed in making the installations shall be skilled in their particular trade and Contractor's Supervisor shall be in charge at all times.
- L. Cooperation with work of Taylor Morrison and Others. Taylor Morrison may perform work at the Project directly or by others. In the event that Taylor Morrison elects to perform work at the Site directly or by others, Contractor and Taylor Morrison shall coordinate the activities of all forces at the Site and agree upon fair and reasonable schedules and operational procedures for Site activities. Contractor shall at all times cooperate with Taylor Morrison and all other trades on site and shall not interfere with the performance of those other trades impacted by its Work. Contractor is responsible to coordinate its Work with those trades which impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Taylor Morrison or any other contractor, and shall pay Taylor Morrison for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Taylor Morrison and Taylor Morrison's other trade contractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of

coordination drawings when required, specifically noting and advising Taylor Morrison of any interference with others.

- M. Operation of Vehicles. The operation of vehicles in or about the Site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the Site; (2) use only established roadways and temporary roadways as authorized by Taylor Morrison; (3) no crossing of curbs or sidewalks without prior approval by Taylor Morrison; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire Site. Contractor shall immediately reimburse Taylor Morrison for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the Site caused by Contractor.
- N. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Taylor Morrison. In the event Taylor Morrison has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the Project Site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the Site. Taylor Morrison shall have the right to fine Contractor \$100.00 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Taylor Morrison has the right to remove any such improperly parked vehicle without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.
- O. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- P. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior contractors before proceeding. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Taylor Morrison of alleged defective Work verbally and then in writing before proceeding. In the event that Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Taylor Morrison immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- Q. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the Site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
- b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Taylor Morrison and shall repair or replace, as determined by Taylor Morrison, any damage to its Work that occurs before the final acceptance at no expense to Taylor Morrison, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- R. Materials. All materials and equipment shall be new and the best of their respective kind, free from all defects and of the make, brand and quality specified. All material is to be installed at the time of delivery and installed/applied in strict accordance with the manufacturer's specifications and recommendations. Contractor is responsible to supply and/or install all items strictly in accordance with the Contract Documents. Contractor is

fully responsible for all material stored/staged on the Project Site prior to installation. Taylor Morrison will not pay for stolen or missing materials of any kind prior to acceptance by Taylor Morrison. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion. Contractor is responsible to provide all means necessary to access its Work area for the performance and completion of the Work. This includes, but is not limited to, all ladders, scaffolding, lifts, hoists, cranes, ramps and pumps (concrete).

- S. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-Site at any time without specific permission and direction of Taylor Morrison. Taylor Morrison has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Taylor Morrison shall be held harmless from any damages that may occur.
- T. Toilet Facilities. Unless otherwise provided in the Contract Documents, Contractor will be responsible at its cost for any portable toilet facilities to be used at the Site or by Contractor. Contractor is not permitted to use the toilet facilities or bathrooms of any housing unit (completed or being constructed) within the Site. Taylor Morrison shall have the right to fine or back charge Contractor \$200.00 per occurrence for any violation of these restrictions. Any Individual caught urinating or defecating in any areas other than approved toilet facilities will be ejected from the site in addition to being prohibited from all other Taylor Morrison Projects and the employing Contractor will be held responsible for all cleanup costs incurred.
- U. Water/Utilities. Unless otherwise provided in the Contract Documents, Contractor shall be responsible at its cost for any utilities required for the Work including water and electrical service. Use of closed homes, or owner occupied residence's utilities (water, electricity, garbage facilities, etc.) is strictly prohibited and will result in Contractor covering the complete cost of the applicable monthly utility/service bill.
- V. Food, Beverages, and Smoking. No food, drinks or smoking shall be allowed within any housing unit after framing has begun. Contractor shall be responsible for the cleanup of any trash generated by any eating, drinking, and smoking within the Site. Taylor Morrison has the right to have such trash cleaned up and any expenses back charged to Contractor.
- W. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep the Site neat, orderly, in safe condition and free from any trash or debris. Contractor shall clean daily and remove from the Site, or deposit in approved containers/locations on the Site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall broom clean its Work areas upon completion of its portion of the Work. Taylor Morrison shall give Contractor twenty-four (24) hours' notice if Contractor shall have failed to properly clean up. Should Contractor, its employees, or sub-contractors or their employees fail to comply within twenty-four (24) hours from the time Taylor Morrison issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Taylor Morrison may give notice of default to Contractor. Failure of Contractor to cure such default within twenty-four (24) hours after such notice shall give Taylor Morrison the option to elect any and all rights or remedies set forth in this Agreement.
- X. Pets. No pets (other than seeing-eye dogs) shall be brought to the Site by Contractor. Taylor Morrison shall have the right to fine or back charge Contractor \$200.00 per occurrence for violations of this pet policy.

- Y. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy will be performed by Contractor or completed by others and paid for by Contractor.
- Z. Storage. By written notice to Contractor, Taylor Morrison may permit Contractor to store materials and tools at the Site at Contractor's own risk. Such permission is within Taylor Morrison's sole discretion. Contractor is solely responsible for its own materials and tools stored on the Site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Taylor Morrison and all other contractors, subcontractors and sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools stored on Site. Taylor Morrison will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Taylor Morrison may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials and tools and restore the area to its original condition within seventy-two (72) hours after delivery of the removal notice.
- AA. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Taylor Morrison and such affiliates as Taylor Morrison may specify.

2. **Job Conduct.**

- A. Contractor shall provide on-Site supervision at all times as provided in Section 3.2 of the Agreement. The Supervisor shall be capable of communicating with Taylor Morrison. Taylor Morrison reserves the right to remove any person or crew from the Site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Taylor Morrison, in its sole discretion.
- B. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the Site at all times including, but not limited to, the wearing of proper work attire or other personal safety equipment as prescribed for each job such as equipment guards or other safety devices, boots, shirt, work pants, gloves, eye protection and hardhats. Precautions must be taken as necessary to prevent sunburn, heat exhaustion and to protect against burns from hot materials.
- C. Contractor and Contractor's field workers shall resolve any field disputes with Taylor Morrison in a professional and diplomatic manner without impeding progress of the Work.
- D. Contractor and Contractor's field workers shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies Laws and ordinances and home owner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Laws and ordinances.
  2. No loud music on the Site.
  3. No distraction of fellow workers.
  4. No alcohol or illegal drugs on the Site.

5. No weapons of any kind on the Site.
6. No profanity or discourteous conduct on the Site.
7. No horseplay or fighting on the Site at any time.
8. No unauthorized visitors (including pets) on the Site.
9. No food, drinks or smoking inside units once framing has commenced.
10. No unauthorized vehicles or parking in any production area.
11. Never lift with your back or lift a load that is too heavy to handle.
12. No entry into an active blasting or barricaded area during active operations.
13. No oiling, lubricating or fueling of equipment while running or in motion.
14. No open fires.
15. Know what emergency procedures have been established for your Site. (location of emergency phone, first aid kit, stretcher location, fire extinguisher locations, evacuation plan, etc.).
16. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a non-respirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids.

E. Violation of the Site conduct rules is a breach of contract and grounds for immediate removal from the Site and may be cause for termination of Contractor as set forth in Section 11.2 of the Agreement.

F. Ladders shall be properly handled at all times, including but not limited to:

1. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height; portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured.
2. Step ladders shall not be used as a straight ladder.
3. Ladders must extend three feet above landing on roof for proper use.
4. Defective ladders must be properly tagged and removed from service. Keep ladder bases free of debris, hoses, wires, materials, etc.
5. All scaffolding shall be OSHA compliant and properly anchored and stabilized and harnesses shall be used.

G. Contractor acknowledges that Taylor Morrison has a zero tolerance sexual harassment policy and anti-discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the Site and to implement non-discriminatory hiring practices for the Project.



**EXHIBIT B**

**SCOPE OF WORK**

Contractor shall provide all supervision, labor, materials, equipment and all other facilities required to complete the installation of the Work in the time and manner shown on the Contract Documents (as defined in the Agreement) and as further specifically identified in each Authorizing Addendum.

## EXHIBIT C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program which meets and exceeds all governmental standards and requirements, and the Project's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within ten (10) days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Taylor Morrison.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors as reasonably required to educate employees of Contractor and its subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (including, but not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work, as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Taylor Morrison as reasonably requested by Taylor Morrison, (c) be available to respond to employee of Contractor and its subcontractors inquiries concerning Contractor's Written Safety Program, (d) discipline employees of Contractor and its subcontractors who violate the Written Safety Program (including removal of such employees of Contractor and its subcontractors from the job site), and (e) attend, with its employees and subcontractors, Taylor Morrison's safety meetings (as requested by Taylor Morrison).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors to comply with the Project's Code of Safe Practices and Taylor Morrison's Health and Safety Program, as published and amended, by Taylor Morrison from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and caused by employees of Contractor and its subcontractors during performance of the Work, in form and substance required by Taylor Morrison's Health and Safety Program. Copies of accident and/or injury reports shall be provided to Taylor Morrison within twenty-four (24) hours of any accident or injury.
- 7) Contractor shall participate in Taylor Morrison's safety audits as requested by Taylor Morrison. Information requested by Taylor Morrison shall be provided by Contractor within two (2) business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDSs pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDSs to Taylor Morrison and to all other contractors, subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other contractors, subcontractors and suppliers performing Work on the Site, copies of all MSDSs for all hazardous materials used or created by such contractors, subcontractors or suppliers, and shall retain copies of such MSDSs and provide them to Contractor's employees, subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDSs with all other contractors, subcontractors and suppliers, and implement a training program for its employees.
- 9) Non-prescription drugs (other than over-the-counter medications) and alcohol are strictly prohibited at the Project Site.

**EXHIBIT D**

**FORM OF AUTHORIZING ADDENDUM**

**AUTHORIZING ADDENDUM # \_\_\_\_\_  
TO  
MASTER LAND DEVELOPMENT SERVICES AGREEMENT**

**TAYLOR MORRISON:**  
Taylor Morrison of Florida, Inc.,  
a Florida corporation

**CONTRACTOR:**  
QGS Development, Inc.,  
a Florida corporation

Job Code: \_\_\_\_\_  
Commitment: \_\_\_\_\_

NOTICE TO PROCEED DATE: \_\_\_\_\_  
SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

**DESCRIPTION OF WORK:**

This Authorizing Addendum to Master Land Development Services Agreement ("**Addendum**") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_, by and between Taylor Morrison of Florida, Inc., a Florida corporation ("**Taylor Morrison**") and QGS Development, Inc., a Florida corporation ("**Contractor**"), with respect to the Master Land Development Services Agreement between Taylor Morrison and Contractor dated \_\_\_\_\_, 20\_\_\_\_ (the "**Agreement**").

1. Scope/Work. Pursuant to the Agreement, Contractor shall perform the Work for the Contract Price and within the time frame set forth on **Exhibit A** attached to this Authorizing Addendum.

2. Site. The Work will be performed at the job site (the "**Site**"), the location of which is legally described on **Exhibit B** attached hereto.

Unless otherwise defined herein, all capitalized terms used in this Authorizing Addendum shall have the meanings set forth in the Agreement. This Authorizing Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Agreement and this Authorizing Addendum, the Agreement shall control except to the extent that the Authorizing Addendum specifically states that a provision is intended to modify the Agreement. Except as supplemented by this Authorizing Addendum, all provisions of the Agreement shall remain in full force and effect.

**TAYLOR MORRISON:**  
Taylor Morrison of Florida, Inc.,  
a Florida corporation

**CONTRACTOR:**  
QGS Development, Inc.,  
a Florida corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT D**

**FORM OF AUTHORIZING ADDENDUM**

**ADDENDUM # \_\_\_\_\_  
TO  
MASTER LAND DEVELOPMENT SERVICES AGREEMENT**

**EXHIBIT A  
SCOPE/CONTRACT PRICE/SCHEDULE**

Job No \_\_\_\_\_  
Commitment: \_\_\_\_\_  
Taylor Morrison's Representative: \_\_\_\_\_  
Contractor's Representative: \_\_\_\_\_  
[Address/phone (if different than page 1)]

1. **Schedule.** The Work shall be completed during the following time frames: [To be completed per each Addendum]
2. **Contract Price/Budget.** The Contract Price is as follows: [To be completed per each Addendum]
3. **Hourly Fee Schedule.** Contractor's hourly fee schedule including time period for which rates apply [To be completed per each Addendum]
4. **Additional or Modified Provisions.** [Insert field or write "None."]
5. **Description of Work.** Contractor shall provide the following services for the Project (the "Work"): [To be completed and modified, as necessary, per each Addendum to include the applicable Scope and all other Project specific descriptions of the Work taken from the Bid Proposal not otherwise covered]
  - a. Plans and/or Specifications. [INSERT FIELD FOR I.D. OF PLANS]
  - b. Additional Contract Documents. [INSERT FIELD OR WRITE "NONE"]
  - c. Additional Clarifications [INSERT FIELD OR WRITE "NONE"]
  - d. Scope of Work. [PULL IN THE APPLICABLE SCOPE]

EXHIBIT D

FORM OF AUTHORIZING ADDENDUM

ADDENDUM # \_\_\_\_  
TO

MASTER LAND DEVELOPMENT SERVICES AGREEMENT

EXHIBIT B  
JOB SITE

[To be attached]

## EXHIBIT E

### INSURANCE REQUIREMENTS

1. Prior to the commencement of any Work under the Agreement and prior to Contractor's entry onto the Site, Contractor shall deliver to Taylor Morrison of Florida, Inc. ("**Taylor Morrison**") (at the address indicated on the first page of the Agreement) or to its designated representative, certificates of insurance showing the required insurance is in effect and that the premiums have been paid for the expected duration of the Work and the endorsements required hereunder. Each policy shall:

- (a) be issued using standard unamended Insurance Service Office (ISO) or unamended standard forms or carrier forms equivalent to the foregoing;
- (b) be issued by a company or companies acceptable to Taylor Morrison and maintaining a Best's rating of A-VIII or better;
- (c) protect Contractor and Taylor Morrison against any claims resulting from or in any way arising from Contractor's Work;
- (d) by policy provision or endorsement acceptable to Taylor Morrison, provide at least thirty (30) days' prior written notice to Taylor Morrison of cancellation, premiums being due for payment, lapse of insurance, changes in coverage or any other change affecting protection provided by the insurance; and
- (e) contain an endorsement stating that there is no exclusion from coverage or limitation for claims between insured parties (no insured vs. insured or cross-liability exclusion).

2. In addition, each policy (other than Worker's Compensation Insurance) shall include Taylor Morrison of Florida, Inc., Taylor Morrison, Inc., and its affiliates of all tiers, and any additional parties set forth in the applicable Authorizing Addendum, and in the case of Commercial General Liability shall name Taylor Morrison Inc., Taylor Morrison of Florida, Inc., and its affiliates of all tiers as additional insureds, for both "**Ongoing Operations**" and "**Products/Completed Operations**." Said additional insured status must be endorsed to the policy using ISO CG 20 10 11 85 or the combination of ISO CG 20 10 07 04 and ISO CG 20 37 07 04 endorsements or equivalents thereof acceptable to Taylor Morrison in its sole discretion. Contractor's Commercial General Liability Insurance shall not contain X, C, U exclusions or limiting endorsements or exclusions for "residential" work, "attached units" "townhomes and condominiums" or any exclusion for subsidence or any other limiting endorsements or exclusions for the Work contemplated by this Agreement, and any such limitations or exclusions must be disclosed to Taylor Morrison by written notice. Taylor Morrison reserves the right to review such insurance coverage limitations and exclusions, and in Taylor Morrison's sole discretion, determine if such limitations and exclusions are acceptable to Taylor Morrison. On the Commercial General Liability Insurance, defense costs shall be in addition to the limits of liability. If defense costs are within the limits of liability, Contractor shall disclose this to Taylor Morrison, which in such case reserves the right to require higher limits of liability.

3. Contractor, within ten (10) days of Taylor Morrison's or its designee's request, will provide Taylor Morrison copies of complete certificates of insurance including the required endorsements, and when necessary as determined by Taylor Morrison, complete policies of insurance together with any and all endorsements required by the Agreement. Contractor hereby authorizes its insurers and its insurance agents and brokers to provide, and hereby authorizes Taylor Morrison to obtain, a complete, certified copy of each insurance policy required hereunder. If Contractor fails to provide or maintain the insurance required pursuant to the Agreement, Taylor Morrison may (but shall not be obligated to) procure it for Contractor and deduct the premium cost from payments due to Contractor under the Agreement, backcharge Contractor for such cost, or collect such cost from Contractor by any other lawful means; Taylor Morrison may, at its option, withhold payments to, and any future Authorizing Addendum from, Contractor for any Work until proof of continuous insurance coverage acceptable to Taylor Morrison is provided in required form to Taylor Morrison.

4. Contractor shall deliver to Taylor Morrison at the address indicated on the first page of the Agreement, written notice of any accident or incident, immediately in the event of serious injury or multiple injury accidents, and no later than twenty-four (24) hours after occurrence, which notice shall include copies of all accident reports arising out of Contractor's Work, specifying all injuries or property damage resulting from said accidents or incidents. Contractor shall notify the appropriate authorities, as required, of any such incident or accident.

5. The following are the required minimum insurance requirements for all contractors working for Taylor Morrison:

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate (with a "per Project" Endorsement specifying the Project Site)	\$ 2,000,000
Prods. Comp/Op Aggregate	\$ 2,000,000
Personal & Adv Injury	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

**B) AUTOMOBILE LIABILITY**

Combined Single Limit \$1,000,000 per accident  
"Any Auto" designation or equivalent must be included.

**C) UMBRELLA LIABILITY**

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

**D) WORKERS' COMPENSATION/EMPLOYER'S LIABILITY**

Workers' Compensation Insurance with statutory limits to cover full liability under the Workers' Compensation laws of the State in which the Project is located and Employer's Liability coverage with limits not less than \$500,000.00 bodily injury by accident (each accident), \$500,000.00 bodily injury by disease (policy limit) and \$500,000.00 bodily injury by disease (each employee) or the statutory amount, whichever is greater. The policy shall include a waiver of subrogation in favor of Taylor Morrison, Inc., Taylor Morrison and such other affiliates as specified by Taylor Morrison.

6. The foregoing insurance coverages shall be maintained in full force and effect by Contractor continuously at all times during the performance of the Work; in addition, the Commercial General Liability Insurance shall be continuously maintained (and the required additional insured status for Taylor Morrison of Florida, Inc., Taylor Morrison, Inc., and its affiliates of all tiers, and any additional parties set forth in the applicable Authorizing Addendum shall be continuously maintained) for ten (10) years following completion of the Work or until all claims and suits arising out of the Work are finally barred by the applicable statutes of limitations and repose, whichever is later.

7. The insurance afforded by the policies required under this Exhibit E, and by any other policies Contractor may maintain in connection with the Work, shall be primary and non-contributory insurance as to any claim, liability, loss, damage, accident or occurrence directly or indirectly arising out of or relating to the Work or this Agreement, and any insurance maintained by or available to Taylor Morrison shall be excess and secondary insurance.

8. The insurance requirements of this Exhibit E shall not be construed to limit or alter any of Contractor's obligations under this Agreement, including, without limitation, Contractor's indemnification obligations.

9. Contractor shall cause each of its subcontractors and sub-subcontractors and each of its suppliers and materialmen to comply at all times with the insurance requirements of this Exhibit E.

## EXHIBIT F

### PAYMENT TERMS

1. **Payments to Contractor.** Taylor Morrison shall pay Contractor in current funds for performance of the Work, the amount set forth in each Authorizing Addendum hereunder (the "Contract Price") as provided below. The method, timing, conditions, and other provisions pertaining to payments to Contractor on account of the Contract Price shall be in accordance with the payment provisions set forth below or as otherwise set forth in the Authorizing Addendum.

A. Payment otherwise due Contractor upon completion of each stage, phase or operation, shall be made only after inspection and acceptance of the Work by Taylor Morrison's duly authorized representative.

B. As a condition to any and all progress payments, Contractor shall submit to Taylor Morrison an application for payment with invoices and backup documentation, setting forth the amount requested by Contractor on account of the Contract Price, and specifying the description of the portion of the Work which has been completed by Contractor and for which Contractor has not previously been paid, in a form reasonably satisfactory to Taylor Morrison (each an "Application for Payment"). Applications for Payment on Work satisfactorily completed by Contractor shall be submitted to Taylor Morrison on or before the 15th day of each month for payment by the last day of the following month. In addition, as an express condition precedent to the delivery of any progress payment, Contractor shall deliver to Taylor Morrison the following upon request: (a) an affidavit of bills paid in form acceptable to Taylor Morrison, evidencing that the labor and material amounts incurred by Contractor in connection with the Work to date have been paid and lien waivers from all of Contractor's subcontractors for the Work for which the progress payment is sought, (b) if requested by Taylor Morrison, a certification from Contractor that the Work completed to date has been properly completed in accordance with the terms of the Contract Documents; and (c) such other information or documentation as Taylor Morrison may reasonably require. Taylor Morrison shall be entitled to withhold ten percent (10%) of each Application for Payment as provided in the Agreement (the "Retainage").

C. No payment shall be due to Contractor for any Work which has been identified as being defective or otherwise not performed in accordance with the terms of the Contract Documents.

D. Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Authorizing Addendum without providing Taylor Morrison a minimum thirty (30) days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Taylor Morrison, shall not be effective until the thirty (30) day time period has expired and any such increases shall be applicable only to new Projects started after such increases become effective.

E. Final payment for the Work, including all Retainage, shall not be due until forty-five (45) days after all of the Work required by the applicable Authorizing Addendum, including all punchlist work, is finally completed by Contractor. With respect to punchlist items, Contractor shall have three (3) days upon receipt of the punchlist to correct all items. Prior to Taylor Morrison's final payment to Contractor for the Work, Contractor shall furnish to Taylor Morrison upon request (i) a full and final affidavit that all bills for labor and materials have been paid and final release of lien from Contractor and each of its subcontractors and suppliers who furnished labor and/or materials for the Work and (ii) the originals of all written warranties and/or guaranties by manufacturers of materials and equipment. Contractor shall execute any requested written documents to transfer such warranties and/or guaranties to Taylor Morrison. Acceptance of final payment by Contractor shall be a waiver and release of all claims against Taylor Morrison arising out of or in connection with the Contract Documents except those specifically set forth in writing at the time of final payment.

F. Except as specified in Section 11.1 of the Agreement, in no event shall Contractor be entitled to any payment for any Work not performed or any materials or equipment not furnished. Notwithstanding anything contained in the Agreement to the contrary, Taylor Morrison may withhold from any payments due Contractor such amounts as Taylor Morrison, in its sole discretion, deems necessary to ensure Contractor's performance of its warranty obligations under the Agreement or to protect itself and save itself harmless against (i) unremedied defective Work, (ii) uncompleted punchlist items, (iii) claims filed (or likely to be filed), (iv) Contractor's failure to make payment in full for material or labor, (v) Contractor's inability to complete the Work for the remaining balance of the Contract Price, or (vi) any other liability or damage, including costs and attorneys' fees, arising from or relating to the Agreement or Contractor's performance (or non-

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performance) of the Work. Taylor Morrison shall also have the right to retain any and all sums otherwise due Contractor hereunder until all punchlist items are completed to the satisfaction of Taylor Morrison.

2. **Claim of Lien**. Contractor shall keep accurate records of payment for all materials and labor and, upon request by Taylor Morrison, shall furnish proof of same. If any claim of lien is filed against any portion of the Project because of any claim arising by, through or under Contractor, Contractor will, immediately upon demand by Taylor Morrison, at Contractor's sole cost, furnish and if required by applicable law, record in the public records, a bond that complies with the requirements of applicable law and Contractor shall pay all fees and costs in connection therewith. The furnishing of such bond shall be a condition precedent to any further payment becoming due to Contractor. Under no circumstances will Taylor Morrison be obligated to make payment to Contractor until full lien waivers and/or releases have been received from Contractor, if so requested, and from all persons or entities claiming by, through or under Contractor in a form acceptable to Taylor Morrison or on a form prescribed by applicable law. Taylor Morrison may use any monies otherwise due to Contractor to furnish any bond required hereunder or to satisfy lien claims or outstanding indebtedness of Contractor to its subcontractors or suppliers.

**EXHIBIT G**

**JOINT CHECK AGREEMENT**

This Joint Check Agreement (this "**Agreement**") is dated as of 13th day of March, 2015 by and among **Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison")**, and **QGS Development, Inc., a Florida corporation ("Contractor")**, and \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Subcontractor**")

**RECITALS:**

A. Taylor Morrison has entered into a Master Agreement for Construction Services (the "**Contract**") with Contractor for Contractor to provide labor and/or materials for a project as identified therein (a "**Project**").

B. Contractor has entered into one or more agreements, (collectively, the "**Subcontract**") with Subcontractor to provide labor or materials to Contractor for Contractor's performance of its Work as defined under its Contract with Taylor Morrison. Subcontractor and Contractor have given Taylor Morrison assurances necessary that the account for previous transactions on the Project are current and/or paid in full and will be paid in full within agreed terms between Subcontractor and Contractor. No payments to Subcontractor shall be applied against any invoices or accounts except the specific invoices for materials as paid and referenced on the Taylor Morrison prepared joint check.

C. Subcontractor has requested that Taylor Morrison issue joint payee checks, payable to both Contractor and Subcontractor, for amounts due by Taylor Morrison to Contractor pursuant to the terms of the Contract to assure Subcontractor that amounts due under the Subcontract will be paid, and Taylor Morrison and Contractor have agreed to such request upon the terms set forth below. This Agreement shall supersede and control as to any existing joint check agreements among parties:

**AGREEMENT:**

Now, therefore, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Limited Purpose of Agreement.** The parties acknowledge that Taylor Morrison's Contract is solely with Contractor. Taylor Morrison is entering into this joint check arrangement as an accommodation to Contractor, however, Contractor and Subcontractor should not consider Taylor Morrison's willingness to do so as an indication that Taylor Morrison is making any payment assurances to Subcontractor or otherwise entering into any direct or indirect contractual relationship, either express or implied, or any third party beneficiary relationship, with Subcontractor or Subcontractor's company. Taylor Morrison's willingness to make any payments hereunder is furthermore limited by the terms of its Contract with Contractor. Any obligation for payment to Subcontractor rests with Contractor, and not Taylor Morrison.

2. **Issuance of Joint Checks.** Subject to the terms herein, Contractor directs and Taylor Morrison agrees to make all applicable payments referenced above in the Recitals from and after the Effective Date (as defined below) in the form of joint payee checks, payable to both Contractor and Subcontractor. Contractor and Subcontractor acknowledge and agree that all obligations of Taylor Morrison to Contractor and Subcontractor with respect to any amounts due for which a joint payee check is issued shall be satisfied by such joint payment.

3. **Release of Claims.** Effective upon receipt of a joint payee check, Contractor and Subcontractor expressly waive and release any and all liens, either statutory or constitutional, against Taylor Morrison, its successors and assigns, including but not limited to the real property on which the labor and/or materials were furnished and paid by the joint payee check. Regardless of how Contractor and/or Subcontractor allocate any payment made in the form of a joint payee check, the release under this Section 3 shall be effective as to the complete amount of such payment. Furthermore, such payment shall be applied by Subcontractor only to labor, materials and/or equipment furnished by Subcontractor to Contractor for services provided with respect to the Project. Subcontractor expressly further agrees to waive any lien rights it may have or may acquire in the future which would predate this Agreement.

4. **Payments Controlled by Contract.** This Agreement shall in no event create an obligation upon Taylor Morrison to make payments in excess of the amounts due Contractor under the Contract. Subcontractor acknowledges that the payment terms in the Contract determine the entitlement of Contractor to payment and Taylor Morrison shall in no event have an obligation to issue a joint check if no payment is due Contractor. This Agreement shall not create an owner-contractor

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relationship between Taylor Morrison and Subcontractor, nor shall it constitute a debt incurred by Taylor Morrison to an original contractor under the provisions of applicable law. The relationship between Taylor Morrison and Subcontractor shall continue to be that of owner-subcontractor and shall not be that of owner-original contractor. Nothing contained herein shall be construed to make Subcontractor a party to the Contract. Taylor Morrison is not obligated to give any notices under or related to the Contract to Subcontractor. This Agreement shall in no way create liability on Taylor Morrison's part for sums owed to Subcontractor by Contractor. To the extent this Agreement conflicts with the Contract or the Subcontract, this Agreement shall control.

5. **Termination of Agreement.** This Agreement may be terminated by Taylor Morrison at any time by providing written notice of such termination to Contractor and Subcontractor. However, all work performed and materials or goods installed by Contractor related to the Project prior to the date of the termination notice shall be paid by joint checks as provided herein. In the event of the death, dissolution, liquidation, insolvency, business failure or filing of bankruptcy petition by Contractor, Taylor Morrison reserves the right to withhold unpaid balances for material that have been shipped but not installed.

6. **Resolution of Disputes.** In the event of a dispute or disagreement between Subcontractor and Contractor, Taylor Morrison may interplead such disputed amounts into a court of competent jurisdiction and make payment directly to a court of competent jurisdiction in which event Taylor Morrison shall have no liability for amounts due related to such payment.

7. **ACH Authorization.** Contractor acknowledges and agrees that this Agreement shall supersede and control as to any amounts payable to Contractor pursuant to Taylor Morrison's ACH system for direct deposit payments to Contractor.

8. **No Waiver.** This Agreement shall not be construed as a waiver of any of Taylor Morrison's rights or remedies against Contractor or others.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Project is located.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. ("Effective Date")

**TAYLOR MORRISON:**

TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

QGS DEVELOPMENT, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBCONTRACTOR:**

\_\_\_\_\_  
a(n) \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**AUTHORIZING ADDENDUM #15 (Tampa Division #1TPA) -River Landing -1  
TO  
MASTER LAND DEVELOPMENT SERVICES AGREEMENT**

**TAYLOR MORRISON:**  
**TAYLOR MORRISON OF FLORIDA, INC., a  
Florida corporation**

**CONTRACTOR:**  
**QGS DEVELOPMENT, INC., a Florida  
corporation**

Job Code: 11500100  
Commitment: 000024

NOTICE TO PROCEED DATE: Refer to Exhibit A  
SUBSTANTIAL COMPLETION DATE: Refer to Exhibit A

**DESCRIPTION OF WORK:**

This Authorizing Addendum to Master Land Development Services Agreement (“**Authorizing Addendum**”) is made and entered into effective as of 21<sup>st</sup> day of April, 2020 by and between **Taylor Morrison of Florida, Inc., a Florida corporation** (“**Taylor Morrison**”) and **QGS Development, Inc., a Florida corporation** (“**Contractor**”), with respect to the Master Land Development Services Agreement between Taylor Morrison and Contractor dated March 13, 2015 (the “**Agreement**”).

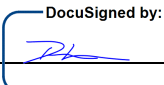
1. Scope/Work. Pursuant to the Agreement, Contractor shall perform the Work for the Contract Price and within the time frame set forth on **Exhibit A** attached to this Authorizing Addendum.

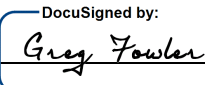
2. Site. The Work will be performed at the job site (the “**Site**”), the location of which is legally described on **Exhibit B** attached hereto.

Unless otherwise defined herein, all capitalized terms used in this Authorizing Addendum shall have the meanings set forth in the Agreement. This Authorizing Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the provisions of the Agreement and this Authorizing Addendum, the Agreement shall control except to the extent that the Authorizing Addendum specifically states that a provision is intended to modify the Agreement. Except as supplemented by this Authorizing Addendum, all provisions of the Agreement shall remain in full force and effect.

**TAYLOR MORRISON:**  
**TAYLOR MORRISON OF FLORIDA, INC., a  
Florida corporation**

**CONTRACTOR:**  
**QGS DEVELOPMENT, INC., a Florida  
corporation**

DocuSigned by:  
By:   
Name: Andrew Drew Miller  
Title: Vice President  
Date: 4/30/2020

DocuSigned by:  
By:   
Name: Greg Fowler  
Title: CFO  
Date: 4/24/2020

**AUTHORIZING ADDENDUM #15 (Tampa Division #1TPA) -River Landing -1  
TO  
MASTER AGREEMENT FOR LAND DEVELOPMENT SERVICES**

**EXHIBIT A  
SCOPE/CONTRACT PRICE/SCHEDULE**

Job No.: 11500100  
 Commitment: 000024  
 Taylor Morrison's Representative: Robert Lee  
 Contractor's Representative: Mark Sifford

1. **Schedule.** The Work shall be completed during the following time frames:  
 Refer to "**Schedule 1-Work Schedule- River Landing Phase 1**" attached.

2. **Contract Price/Budget.** The Contract Price is as follows:

**RIVER LANDING PHASE 1A CONSTRUCTION**

<b>SITE SUMMARY (BY NEIGHBORHOOD)</b>	
<b>Items</b>	<b>AMOUNT</b>
<b>ARBOR</b>	
Survey & Material Testing	\$88,142.00
Drainage	\$455,740.90
Potable Water	\$284,659.71
Paving	\$1,050,488.35
Earthwork	\$1,221,816.58
Sanitary Sewer	\$670,403.07
Reclaimed Water	\$160,616.36
Conduit	\$490.70
<b>ARBOR TOTAL</b>	<b>\$3,932,357.67</b>
<b>PARKS &amp; PRESTIGE</b>	
Survey & Material Testing	\$72,349.00
Drainage	\$475,479.03
Potable Water	\$229,768.82
Paving	\$866,626.31
Earthwork	\$775,355.65
Sanitary Sewer	\$552,297.29
Reclaimed Water	\$153,556.97
Conduit	\$490.70
<b>PARKS &amp; PRESTRIGE TOTAL</b>	<b>\$3,125,923.77</b>
<b>TOWNHOMES</b>	
Survey & Material Testing	\$80,537.00
Drainage	\$290,867.81
Potable Water	\$185,335.97
Paving	\$602,056.95
Earthwork	\$441,343.56
Sanitary Sewer	\$378,333.29
Reclaimed Water	\$88,824.26
Conduit	\$490.70
<b>TOWNHOMES TOTAL</b>	<b>\$2,067,789.54</b>
<b>GRAND TOTAL</b>	<b>\$9,126,070.98</b>

<b>SURVEY &amp; MATERIAL TESTING</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Arbor</b>					
	Construction Stakeout & Record Survey	1	LS	\$37,831.00	\$ 37,831.00
	Certified As-Builts	1	LS	\$16,380.00	\$ 16,380.00
	NPDES Compliance	1	LS	\$3,511.00	\$ 3,511.00
	Geotechnical and Material Testing	1	LS	\$30,420.00	\$ 30,420.00
<b>SUB-TOTAL=</b>					<b>\$88,142.00</b>
<b>Parks and Prestige</b>					
	Construction Stakeout & Record Survey	1	LS	\$ 31,981.00	\$ 31,981.00
	Certified As-Builts	1	LS	\$ 13,456.00	\$ 13,456.00
	NPDES Compliance	1	LS	\$ 3,511.00	\$ 3,511.00
	Geotechnical and Material Testing	1	LS	\$ 23,401.00	\$ 23,401.00
<b>SUB-TOTAL=</b>					<b>\$72,349.00</b>
<b>Townhomes</b>					
	Construction Stakeout & Record Survey	1	LS	\$ 37,831.00	\$ 37,831.00
	Certified As-Builts	1	LS	\$ 16,380.00	\$ 16,380.00
	NPDES Compliance	1	LS	\$ 3,511.00	\$ 3,511.00
	Geotechnical and Material Testing	1	LS	\$ 22,815.00	\$ 22,815.00
<b>SUB-TOTAL=</b>					<b>\$80,537.00</b>

**TOTAL= \$241,028.00**

<b>DRAINAGE</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Arbor</b>					
	12" HDPE	2,474	LF	\$18.21	\$45,051.54
	18" RCP	1,791	LF	\$37.03	\$66,320.73
	24" RCP	1,313	LF	\$46.88	\$61,553.44
	30" RCP	576	LF	\$64.94	\$37,405.44
	36" RCP	245	LF	\$81.35	\$19,930.75
	Type 1 Curb Inlet	18	EA	\$5,023.00	\$90,414.00
	Type 2 Curb Inlet	2	EA	\$5,223.00	\$10,446.00
	Type C Grate Inlet	8	EA	\$2,408.00	\$19,264.00
	Type D Control Structure	4	EA	\$6,655.00	\$26,620.00
	Type G Control Structure	1	EA	\$8,995.00	\$8,995.00
	Yard Drain	25	EA	\$725.00	\$18,125.00
	18" MES	4	EA	\$864.00	\$3,456.00
	24" MES	6	EA	\$1,024.00	\$6,144.00
	30" MES	6	EA	\$2,024.00	\$12,144.00
	36" MES	1	EA	\$2,340.00	\$2,340.00
	Junction Box	5	EA	\$3,214.00	\$16,070.00
	Storm TV Testing	3,925	LF	\$2.92	\$11,461.00
<b>SUB-TOTAL=</b>					<b>\$455,740.90</b>

<b>Parks and Prestige</b>				
12" HDPE	1,393	LF	\$18.21	\$25,366.53
18" RCP	1,310	LF	\$37.03	\$48,509.30
24" RCP	785	LF	\$46.88	\$36,800.80
30" RCP	1,337	LF	\$64.94	\$86,824.78
36" RCP	934	LF	\$81.35	\$75,980.90
18" MES	6	EA	\$864.00	\$5,184.00
24" MES	2	EA	\$1,024.00	\$2,048.00
30" MES	6	EA	\$2,024.00	\$12,144.00
36" MES	2	EA	\$2,340.00	\$4,680.00
Yard Drain	14	EA	\$725.00	\$10,150.00
Type 1 Curb Inlet	20	EA	\$5,023.00	\$100,460.00
Type 2 Curb Inlet	2	EA	\$5,223.00	\$10,446.00
Valley Gutter Inlet	1	EA	\$3,574.00	\$3,574.00
Type C Grate Inlet	7	EA	\$2,441.00	\$17,087.00
Type H Control Structure	1	EA	\$6,655.00	\$6,655.00
Junction Box	5	EA	\$3,364.00	\$16,820.00
Storm TV Testing	4,366	LF	\$2.92	\$12,748.72
<b>SUB-TOTAL=</b>				<b>\$475,479.03</b>
<b>Townhomes</b>				
18" RCP	1,022	LF	\$37.03	\$37,844.66
24" RCP	479	LF	\$46.88	\$22,455.52
30" RCP	649	LF	\$64.94	\$42,146.06
36" RCP	539	LF	\$81.35	\$43,847.65
18" MES	3	EA	\$864.00	\$2,592.00
24" MES	1	EA	\$1,024.00	\$1,024.00
30" MES	5	EA	\$2,024.00	\$10,120.00
36" MES	2	EA	\$2,340.00	\$4,680.00
Type 1 Curb Inlet	14	EA	\$5,052.00	\$70,728.00
Type 2 Curb Inlet	2	EA	\$5,223.00	\$10,446.00
Junction Box	5	EA	\$3,514.00	\$17,570.00
Type D Control Structure	3	EA	\$6,655.00	\$19,965.00
Storm TV Testing	2,551	LF	\$2.92	\$7,448.92
<b>SUB-TOTAL=</b>				<b>\$290,867.81</b>
<b>TOTAL=</b>				<b>\$1,222,087.74</b>

<b>Potable Water</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Arbor</b>					
	6" PVC Water Main (C900 DR-18)	317	LF	\$11.62	\$3,683.54
	8" PVC Water Main (C900 DR-18)	4,504	LF	\$20.63	\$92,917.52
	12" PVC Water Main (C900 DR-18)	882	LF	\$45.89	\$40,474.98
	6" Gate valves	9	EA	\$1,307.00	\$11,763.00
	8" Gate valves	18	EA	\$1,583.00	\$28,494.00
	12" Gate valves	1	EA	\$2,670.00	\$2,670.00
	Single Water Service (Amenity)	1	EA	\$2,968.00	\$2,968.00
	2" Water Service to Lift Station	1	EA	\$2,968.00	\$2,968.00
	Single Water Service	32	EA	\$372.00	\$11,904.00
	Double Water Service	23	EA	\$529.00	\$12,167.00
	Fire Hydrant Assembly	7	EA	\$4,258.00	\$29,806.00

<i>Temp. Blowoff Assembly</i>	7	EA	\$663.00	\$4,641.00
<i>Remove Temp. Blow off and Connect to Existing</i>	1	EA	\$1,765.00	\$1,765.00
<i>Temporary Construction Master Meter</i>	1	EA	\$5,342.00	\$5,342.00
<i>Temporary Sample Points<sup>1</sup></i>	1	LS	\$5,208.00	\$5,208.00
<i>Chlorination and Testing</i>	5,703	LF	\$4.89	\$27,887.67
			<b>SUB-TOTAL=</b>	<b>\$284,659.71</b>
<b><i>Parks and Prestige</i></b>				
<i>4" PVC Water Main (C900 DR-18)</i>	1,519	LF	\$13.65	\$20,734.35
<i>6" PVC Water Main (C900 DR-18)</i>	1,073	LF	\$12.19	\$13,079.87
<i>8" PVC Water Main (C900 DR-18)</i>	2,929	LF	\$20.81	\$60,952.49
<i>8" HDPE Directional Drill (all inclusive)</i>	153	LF	\$115.00	\$17,595.00
<i>2" Gate valves (Included In Liftstation Service)</i>	0	EA	\$1,002.00	\$0.00
<i>4" Gate valves</i>	4	EA	\$1,002.00	\$4,008.00
<i>6" Gate valves</i>	4	EA	\$1,306.00	\$5,224.00
<i>8" Gate valves</i>	13	EA	\$1,583.00	\$20,579.00
<i>2" Water Service to Lift Station</i>	1	EA	\$2,968.00	\$2,968.00
<i>Single Water Service</i>	29	EA	\$361.00	\$10,469.00
<i>Double Water Service</i>	15	EA	\$536.00	\$8,040.00
<i>Fire Hydrant Assembly</i>	6	EA	\$4,258.00	\$25,548.00
<i>Temp. Blowoff Assembly</i>	2	EA	\$577.00	\$1,154.00
<i>Remove temp blow off and connect to existing</i>	1	EA	\$1,765.00	\$1,765.00
<i>Temporary Construction Master Meter</i>	1	EA	\$5,342.00	\$5,342.00
<i>Temporary Sample Points<sup>1</sup></i>	1	LS	\$5,202.00	\$5,202.00
<i>Chlorination &amp; Testing</i>	5,521	LF	\$4.91	\$27,108.11
			<b>SUB-TOTAL=</b>	<b>\$229,768.82</b>
<b><i>Townhomes</i></b>				
<i>Connect to Existing Water Main</i>	1	EA	\$1,765.00	\$1,765.00
<i>6" PVC Water Main (C900 DR-18)</i>	323	LF	\$11.62	\$3,753.26
<i>8" PVC Water Main (C900 DR-18)</i>	559	LF	\$17.97	\$10,045.23
<i>12" PVC Water Main (C900 DR-18)</i>	2,350	LF	\$32.90	\$77,315.00
<i>6" Gate valves</i>	4	EA	\$1,306.00	\$5,224.00
<i>8" Gate valves</i>	2	EA	\$1,583.00	\$3,166.00
<i>12" Gate valves</i>	9	EA	\$2,670.00	\$24,030.00
<i>Single Water Service (Amenity)</i>	1	EA	\$2,968.00	\$2,968.00
<i>2" Water Service to lift station</i>	1	EA	\$2,968.00	\$2,968.00
<i>Single Water Service</i>	10	EA	\$378.00	\$3,780.00
<i>Double Water Service</i>	19	EA	\$532.00	\$10,108.00
<i>Fire Hydrant Assembly</i>	3	EA	\$4,258.00	\$12,774.00
<i>Temp. Blowoff Assembly</i>	5	EA	\$577.00	\$2,885.00
<i>Temporary Construction Master Meter</i>	1	EA	\$5,341.00	\$5,341.00
<i>Temporary Sample Points<sup>1</sup></i>	3	LS	\$867.00	\$2,601.00
<i>Chlorination &amp; Testing</i>	3,232	LF	\$5.14	\$16,612.48
			<b>SUB-TOTAL=</b>	<b>\$185,335.97</b>
			<b>TOTAL=</b>	<b>\$699,764.50</b>



<b>Paving</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Arbor</b>					
	2.25" Type SP-12.5 Asphalt (1st Lift)	8,505	SY	\$11.87	\$100,954.35
	0.75" Type SP-9.5 Asphalt (2nd Lift)	8,505	SY	\$6.90	\$58,684.50
	1" Type SP-9.5 Asphalt (1st Lift)	9,792	SY	\$6.79	\$66,487.68
	1" Type SP-9.5 Asphalt (2nd Lift)	9,792	SY	\$7.19	\$70,404.48
	11" Cement Treated Base	8,505	SY	\$17.86	\$151,899.30
	7.5" Cement Treated Base	9,792	SY	\$14.16	\$138,654.72
	12 " Compacted Subgrade	18,297	SY	\$2.25	\$41,168.25
	Miami Curb	6,736	LF	\$12.80	\$86,220.80
	Type F Curb	5,858	LF	\$15.02	\$87,987.16
	Type "A" Curb	315	LF	\$20.50	\$6,457.50
	4" Concrete Sidewalk (5' wide)	1,770	SY	\$45.00	\$79,650.00
	6" Concrete Sidewalk (5' wide) Shown In Plans	443	SY	\$61.83	\$27,390.69
	Multi-use Path (12' wide)	2,009	SY	\$17.36	\$34,876.24
	Sod Behind Curbs (4ft)	8,594	SY	\$2.22	\$19,078.68
	Signage & Striping	1	LS	\$40,980.00	\$40,980.00
	Handicap Ramps (Complete w/ detectable warnings)	18	EA	\$1,468.00	\$26,424.00
	Temporary Stabilized Turn Around	2	EA	\$6,585.00	\$13,170.00
				<b>SUB-TOTAL=</b>	<b>\$1,050,488.35</b>
<b>Parks and Prestige</b>					
	2.25" Type SP-12.5 Asphalt (1st Lift)	6,565	SY	\$11.87	\$77,926.55
	0.75" Type SP-9.5 Asphalt (2nd Lift)	6,565	SY	\$6.90	\$45,298.50
	1" Type SP-9.5 Asphalt (1st Lift)	8,885	SY	\$6.79	\$60,329.15
	1" Type SP-9.5 Asphalt (2nd Lift)	8,885	SY	\$7.19	\$63,883.15
	11" Cement Treated Base	6,565	SY	\$17.86	\$117,250.90
	7.5" Cement Treated Base	8,885	SY	\$14.16	\$125,811.60
	12 " Compacted Subgrade	15,450	SY	\$2.25	\$34,762.50
	Miami Curb	5,408	LF	\$12.86	\$69,546.88
	Type A Curb	1,070	LF	\$20.52	\$21,956.40
	Type F Curb	4,713	LF	\$14.20	\$66,924.60
	4" Concrete Sidewalk (5' wide)	1,100	SY	\$45.00	\$49,500.00
	6" Concrete Sidewalk (5' wide) Shown In Plans	128	SY	\$61.83	\$7,914.24
	Multi-use Path (12' wide)	2,678	SY	\$16.53	\$44,267.34
	Sod Behind Curbs (4ft)*	7,475	SY	\$2.22	\$16,594.50
	Signage & Striping	1	LS	\$35,719.00	\$35,719.00
	Handicap Ramps (Complete w/ detectable warnings)	12	EA	\$1,863.00	\$22,356.00
	Temporary Stabilized Turn Around	1	EA	\$6,585.00	\$6,585.00
				<b>SUB-TOTAL=</b>	<b>\$866,626.31</b>
<b>Townhomes</b>					
	2.25" Type SP-12.5 Asphalt (1st Lift)	5,030	SY	\$12.34	\$62,070.20
	0.75" Type SP-9.5 Asphalt (2nd Lift)	5,030	SY	\$7.37	\$37,071.10
	1" Type SP-9.5 Asphalt (1st Lift)	3,837	SY	\$7.37	\$28,278.69
	1" Type SP-9.5 Asphalt (2nd Lift)	3,837	SY	\$7.78	\$29,851.86
	7.5" Cement Treated Base	3,837	SY	\$14.16	\$54,331.92
	11" Cement Treated Base	5,030	SY	\$17.86	\$89,835.80
	12 " Compacted Subgrade	8,867	SY	\$2.25	\$19,950.75
	Miami Curb	2,394	LF	\$12.91	\$30,906.54

Type F Curb	3,619	LF	\$13.85	\$50,123.15
Type D Curb	408	LF	\$11.41	\$4,655.28
4" Concrete Sidewalk (5' wide)	2,454	SY	\$45.00	\$110,430.00
6" Concrete Sidewalk (5' wide) Shown In Plans	278	SY	\$61.83	\$17,188.74
12' Multi-Use Trail	48	SY	\$48.99	\$2,351.52
Sod Behind Curbs (4ft)	6,670	SY	\$2.22	\$14,807.40
Signage & Striping	1	LS	\$21,764.00	\$21,764.00
Handicap Ramps (Complete w/ detectable warnings)	10	EA	\$1,527.00	\$15,270.00
Temporary Stabilized Turn Around	2	EA	\$6,585.00	\$13,170.00
			<b>SUB-TOTAL=</b>	<b>\$602,056.95</b>

**TOTAL= \$2,519,171.61**

<b>Earthwork</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
	<b>Arbor</b>				
	Mobilization	1	LS	\$45,703.00	\$45,703.00
	Single Row Silt Fence	5,845	LF	\$2.15	\$12,566.75
	Double Row Silt Fence	15,544	LF	\$2.15	\$33,419.60
	Tree Barrier Silt Fence	6,255	LF	\$0.84	\$5,254.20
	Clearing and Grubbing	69.30	AC	\$1,650.00	\$114,345.00
	Lot Grading Pads	22.41	AC	\$1,162.00	\$26,040.42
	Amenity Grading Pads	4.99	AC	\$1,162.00	\$5,798.38
	Right-of-way Grading	6.81	AC	\$4,171.00	\$28,404.51
	Finish Grading All Finish Grading	33.29	AC	\$726.00	\$24,168.54
	Seed & Mulch Residential Lots Post Grading	23.61	AC	\$1,065.00	\$25,144.65
	Sod - Bahia (4:1 Pond Slopes)	46,845	SY	\$2.22	\$103,995.90
	Construction Entrance	1	EA	\$5,030.00	\$5,030.00
	Site/Pond Excavation	266,124	CY	\$2.59	\$689,261.16
	Anchor Block Retaining Wall	250	SF	\$46.00	\$11,500.00
	Place & Compact Select Fill 2' Under Roadway	14,600	CY	\$0.98	\$14,308.00
	This was an ALTERNATE In Original Bid				
	Place and Compact Excess Fill as Directed By Owner within 1500LF	77,653	CY	\$0.99	\$76,876.47
				<b>SUB-TOTAL=</b>	<b>\$1,221,816.58</b>
	<b>Parks and Prestige</b>				
	Mobilization	1	LS	\$45,703.00	\$45,703.00
	Single Row Silt Fence	4,856	LF	\$2.15	\$10,440.40
	Double Row Silt Fence	2,110	LF	\$2.15	\$4,536.50
	Tree Barrier Silt Fence	6,164	LF	\$0.84	\$5,177.76
	Clearing and Grubbing	42.80	AC	\$1,846.00	\$79,008.80
	Lot Grading Pads	27.72	AC	\$1,162.00	\$32,210.64
	Right-of-way Grading	4.37	AC	\$4,171.00	\$18,227.27
	Finish Grading All Finish Grading	29.89	AC	\$726.00	\$21,700.14
	Seed & Mulch Residential Lots Post Grading	20.62	AC	\$1,065.00	\$21,960.30
	Sod - Bahia (4:1 Pond Slopes)	44,886	SY	\$2.22	\$99,646.92
	Construction Entrance	1	EA	\$5,030.00	\$5,030.00
	Site/Pond Excavation	118,548	CY	\$3.54	\$419,659.92
	Place & Compact Select Fill 2' Under Roadway	12,300	CY	\$0.98	\$12,054.00
				<b>SUB-TOTAL=</b>	<b>\$775,355.65</b>

<b>Townhomes</b>				
Mobilization	1	LS	\$45,703.00	\$45,703.00
Single Row Silt Fence	5,768	LF	\$2.15	\$12,401.20
Double Row Silt Fence	2,264	LF	\$2.15	\$4,867.60
Clearing and Grubbing	18	AC	\$2,393.00	\$43,074.00
Lot Grading Pads	6.98	AC	\$1,162.00	\$8,110.76
Right-of-way Grading	3.66	AC	\$4,171.00	\$15,265.86
Finish Grading All Finish Grading	14.95	AC	\$726.00	\$10,853.70
Seed & Mulch Residential Lots Post Grading	6.02	AC	\$1,065.00	\$6,411.30
Sod - Bahia (4:1 Pond Slopes)	43,251	SY	\$2.22	\$96,017.22
Construction Entrance	1	EA	\$5,030.00	\$5,030.00
Site/Pond Excavation	85,856	CY	\$2.22	\$190,600.32
Place & Compact Select Fill 2' Under Roadway	3,070	CY	\$0.98	\$3,008.60
			<b>SUB-TOTAL=</b>	<b>\$441,343.56</b>
			<b>TOTAL=</b>	<b>\$2,438,515.79</b>

<b>Sanitary Sewer</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
	<b>Arbor</b>				
	4" PVC Forcemain	2,974	LF	\$15.96	\$47,465.04
	6" PVC Forcemain	806	LF	\$35.38	\$28,516.28
	8" PVC Sewer (0'-6')*	584	LF	\$30.46	\$17,788.64
	8" PVC Sewer (6'-8')*	253	LF	\$31.24	\$7,903.72
	8" PVC Sewer (8'-10')*	1,083	LF	\$32.12	\$34,785.96
	8" PVC Sewer (10'-12')*	907	LF	\$34.25	\$31,064.75
	8" PVC Sewer (12'-14')*	681	LF	\$35.56	\$24,216.36
	8" PVC Sewer (14'-16')*	728	LF	\$63.51	\$46,235.28
	4' Manhole (0'-6')*	3	EA	\$4,119.00	\$12,357.00
	4' Manhole (6'-8')*	3	EA	\$4,449.00	\$13,347.00
	4' Manhole (8'-10')*	4	EA	\$4,930.00	\$19,720.00
	4' Manhole (10'-12')*	5	EA	\$5,342.00	\$26,710.00
	4' Manhole (12'-14')*	3	EA	\$5,918.00	\$17,754.00
	4' Manhole (14'-16')*	3	EA	\$6,122.00	\$18,366.00
	4' Manhole (10'-12')* DROP	1	EA	\$6,676.00	\$6,676.00
	4' Manhole (16'-18')* DROP	1	EA	\$10,788.00	\$10,788.00
	4" Gate Valves	8	EA	\$1,003.00	\$8,024.00
	6" Gate valves	1	EA	\$1,307.00	\$1,307.00
	Single Sewer Service	11	EA	\$795.00	\$8,745.00
	Double Sewer Service	31	EA	\$876.00	\$27,156.00
	Connect to existing	1	EA	\$1,300.00	\$1,300.00
	Liftstation (Complete)	1	EA	\$232,476.00	\$232,476.00
	Sewer Inspection / Acceptance / TV	4,236	LF	\$5.54	\$23,467.44
	FM Pressure Testing	3,780	LF	\$1.12	\$4,233.60
				<b>SUB-TOTAL=</b>	<b>\$670,403.07</b>
	<b>Parks and Prestige</b>				
	4" PVC Forcemain	20	LF	\$9.82	\$196.40
	6" PVC Forcemain	1,375	LF	\$19.96	\$27,445.00
	8" PVC Sewer (0'-6')*	422	LF	\$30.46	\$12,854.12
	8" PVC Sewer (6'-8')*	1,344	LF	\$31.24	\$41,986.56

8" PVC Sewer (8'-10')*	990	LF	\$32.12	\$31,798.80
8" PVC Sewer (10'-12')*	826	LF	\$34.25	\$28,290.50
8" PVC Sewer (12'-14')*	185	LF	\$35.56	\$6,578.60
8" PVC Sewer (14'-16')*	134	LF	\$63.51	\$8,510.34
4' Manhole (0'-6')*	7	EA	\$4,119.00	\$28,833.00
4' Manhole (6'-8')*	3	EA	\$4,450.00	\$13,350.00
4' Manhole (8'-10')*	5	EA	\$4,930.00	\$24,650.00
4' Manhole (10'-12')	4	EA	\$5,342.00	\$21,368.00
4' Manhole (12'-14')*	1	EA	\$5,918.00	\$5,918.00
4' Manhole (14'-16')	1	EA	\$6,123.00	\$6,123.00
4' Manhole (14'-16')DROP	1	EA	\$7,563.00	\$7,563.00
4" Gate valves	1	EA	\$1,002.00	\$1,002.00
6" Gate valves	5	EA	\$1,307.00	\$6,535.00
Connect to existing	1	EA	\$1,300.00	\$1,300.00
Single Sewer Service	7	EA	\$795.00	\$5,565.00
Double Sewer Service	25	EA	\$876.00	\$21,900.00
Liftstation (Complete)	1	EA	\$227,239.00	\$227,239.00
Sewer Inspection / Acceptance / TV	3,901	LF	\$5.57	\$21,728.57
FM Pressure Testing	1,395	LF	\$1.12	\$1,562.40
			<b>SUB-TOTAL=</b>	<b>\$552,297.29</b>
<b>Townhomes</b>				
Connect to Existing Forcemain	1	EA	\$1,327.00	\$1,327.00
4" PVC Forcemain	2,169	LF	\$12.20	\$26,461.80
8" PVC Sewer (0'-6')*	384	LF	\$30.46	\$11,696.64
8" PVC Sewer (6'-8')*	324	LF	\$31.24	\$10,121.76
8" PVC Sewer (8'-10')*	241	LF	\$32.12	\$7,740.92
8" PVC Sewer (14'-16')*	333	LF	\$63.51	\$21,148.83
4' Manhole (0'-6')*	2	EA	\$4,119.00	\$8,238.00
4' Manhole (6'-8')*	2	EA	\$4,450.00	\$8,900.00
4' Manhole (12'-14')*	1	EA	\$5,918.00	\$5,918.00
4' Manhole (14'-16')*	1	EA	\$6,123.00	\$6,123.00
4' Manhole (14'-16')* DROP	1	EA	\$7,563.00	\$7,563.00
4" Gate Valves	5	EA	\$1,003.00	\$5,015.00
Double Sewer Service	24	EA	\$876.00	\$21,024.00
Liftstation (Complete)	1	EA	\$227,239.00	\$227,239.00
Sewer Inspection / Acceptance / TV	1,282	LF	\$5.77	\$7,397.14
FM Pressure Testing	2,160	LF	\$1.12	\$2,419.20
			<b>SUB-TOTAL=</b>	<b>\$378,333.29</b>
			<b>TOTAL=</b>	<b>\$1,601,033.65</b>

<b>Reclaimed</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Arbor</b>					
	4" PVC Irrigation Main (C900 DR-18)	4,052	LF	\$12.71	\$51,500.92
	8" PVC Irrigation Main (C900 DR-18)	1,420	LF	\$29.54	\$41,946.80
	4" Gate valves	18	EA	\$1,003.00	\$18,054.00
	8" Gate valves	5	EA	\$1,583.00	\$7,915.00
	Single Irrigation Service (Amenity)	1	EA	\$2,970.00	\$2,970.00
	Single Irrigation Service	12	EA	\$412.00	\$4,944.00
	Double Irrigation Service	31	EA	\$636.00	\$19,716.00
	Connect to existing	1	EA	\$1,554.00	\$1,554.00
	Temp. Blowoff Assembly	7	EA	\$841.00	\$5,887.00
	Testing	5,472	LF	\$1.12	\$6,128.64
<b>SUB-TOTAL=</b>					<b>\$160,616.36</b>
<b>Parks and Prestige</b>					
	4" PVC Irrigation Main (C900 DR-18)	2,984	LF	\$11.41	\$34,047.44
	6" PVC Irrigation Main (C900 DR-18)	236	LF	\$34.72	\$8,193.92
	8" PVC Irrigation Main (C900 DR-18)	318	LF	\$18.61	\$5,917.98
	12" PVC Irrigation Main (C900 DR-18)	989	LF	\$47.51	\$46,987.39
	4" Gate valves	12	EA	\$1,003.00	\$12,036.00
	6" Gate valves	2	EA	\$1,307.00	\$2,614.00
	8" Gate valve	3	EA	\$1,583.00	\$4,749.00
	12" Gate valve	4	EA	\$2,671.00	\$10,684.00
	Single Irrigation Service	4	EA	\$358.00	\$1,432.00
	Double Irrigation Service	29	EA	\$641.00	\$18,589.00
	Connect to existing	1	EA	\$1,554.00	\$1,554.00
	Temp. Blowoff Assembly	2	EA	\$841.00	\$1,682.00
	Testing	4,527	LF	\$1.12	\$5,070.24
<b>SUB-TOTAL=</b>					<b>\$153,556.97</b>
<b>Townhomes</b>					
	Connect to Existing Irrigation Main	1	EA	\$1,554.00	\$1,554.00
	4" PVC Irrigation Main (C900 DR-18)	1,113	LF	\$12.51	\$13,923.63
	6" PVC Irrigation Main (C900 DR-18)	243	LF	\$23.12	\$5,618.16
	8" PVC Irrigation Main (C900 DR-18)	1,795	LF	\$18.93	\$33,979.35
	4" Gate valves	10	EA	\$1,339.00	\$13,390.00
	6" Gate valves	3	EA	\$1,307.00	\$3,921.00
	8" Gate valves	2	EA	\$1,583.00	\$3,166.00
	Single Irrigation Service (Amenity)	1	EA	\$2,968.00	\$2,968.00
	Single Irrigation Service	9	EA	\$379.00	\$3,411.00
	Temp. Blowoff Assembly	4	EA	\$841.00	\$3,364.00
	Testing	3,151	LF	\$1.12	\$3,529.12
<b>SUB-TOTAL=</b>					<b>\$88,824.26</b>
<b>TOTAL=</b>					<b>\$402,997.59</b>

<b>Conduit</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
	<b>Arbor</b>				
	2" Conduit	10	LF	\$8.99	\$89.90
	3" Conduit	10	LF	\$9.03	\$90.30
	4" Conduit	10	LF	\$12.08	\$120.80
	6" Conduit	10	LF	\$18.97	\$189.70
				<b>SUB-TOTAL=</b>	<b>\$490.70</b>
	<b>Parks and Prestige</b>				
	2" Conduit	10	LF	\$8.99	\$89.90
	3" Conduit	10	LF	\$9.03	\$90.30
	4" Conduit	10	LF	\$12.08	\$120.80
	6" Conduit	10	LF	\$18.97	\$189.70
				<b>SUB-TOTAL=</b>	<b>\$490.70</b>
	<b>Townhomes</b>				
	2" Conduit	10	LF	\$8.99	\$89.90
	3" Conduit	10	LF	\$9.03	\$90.30
	4" Conduit	10	LF	\$12.08	\$120.80
	6" Conduit	10	LF	\$18.97	\$189.70
				<b>SUB-TOTAL=</b>	<b>\$490.70</b>
				<b>TOTAL=</b>	<b>\$1,472.10</b>

### River Landing - Phase 1A Construction



<b>TOTAL SITE SUMMARY</b>	
<b>Items</b>	<b>Amount</b>
<b>Survey &amp; Material Testing</b>	\$241,028.00
<b>Drainage</b>	\$1,222,087.74
<b>Potable Water</b>	\$699,764.50
<b>Paving</b>	\$2,519,171.61
<b>Earthwork</b>	\$2,438,515.79
<b>Sanitary Sewer</b>	\$1,601,033.65
<b>Reclaimed Water</b>	\$402,997.59
<b>Conduit</b>	\$1,472.10
<b>GRAND TOTAL</b>	<b>\$9,126,070.98</b>

3. **Hourly Fee Schedule.** Contractor's hourly fee schedule including time period for which rates apply: **N/A**
4. **Additional or Modified Provisions.** **None**
5. **Description of Work.** Contractor shall provide the following services for the Project (the "**Work**"):
  - a. Plans. *Construction/Stormwater Plans for River Landing – Phase 1A, prepared by Waldrop Engineering, PA, set number 0685-203-03-01, Rev 1 dated 1/31/2020*
  - b. Additional Contract Documents. "**Schedule 1** –*Work Schedule – River Landing Phase 1*"
  - c. Additional Clarifications. **NONE**
  - d. Scope of Work. *See below. Survey & Material Testing, Drainage, Potable Water, Paving, Earthwork, Sanitary Sewer, Reclaimed Water and Conduit, for the Taylor Morrison of Florida, Inc, Tampa Division's project known as River Landing.*

**AUTHORIZING ADDENDUM #15 - (Tampa Division #1TPA) -River Landing -1**  
**TO**  
**MASTER AGREEMENT FOR LAND DEVELOPMENT SERVICES**

EXHIBIT B  
JOB SITE

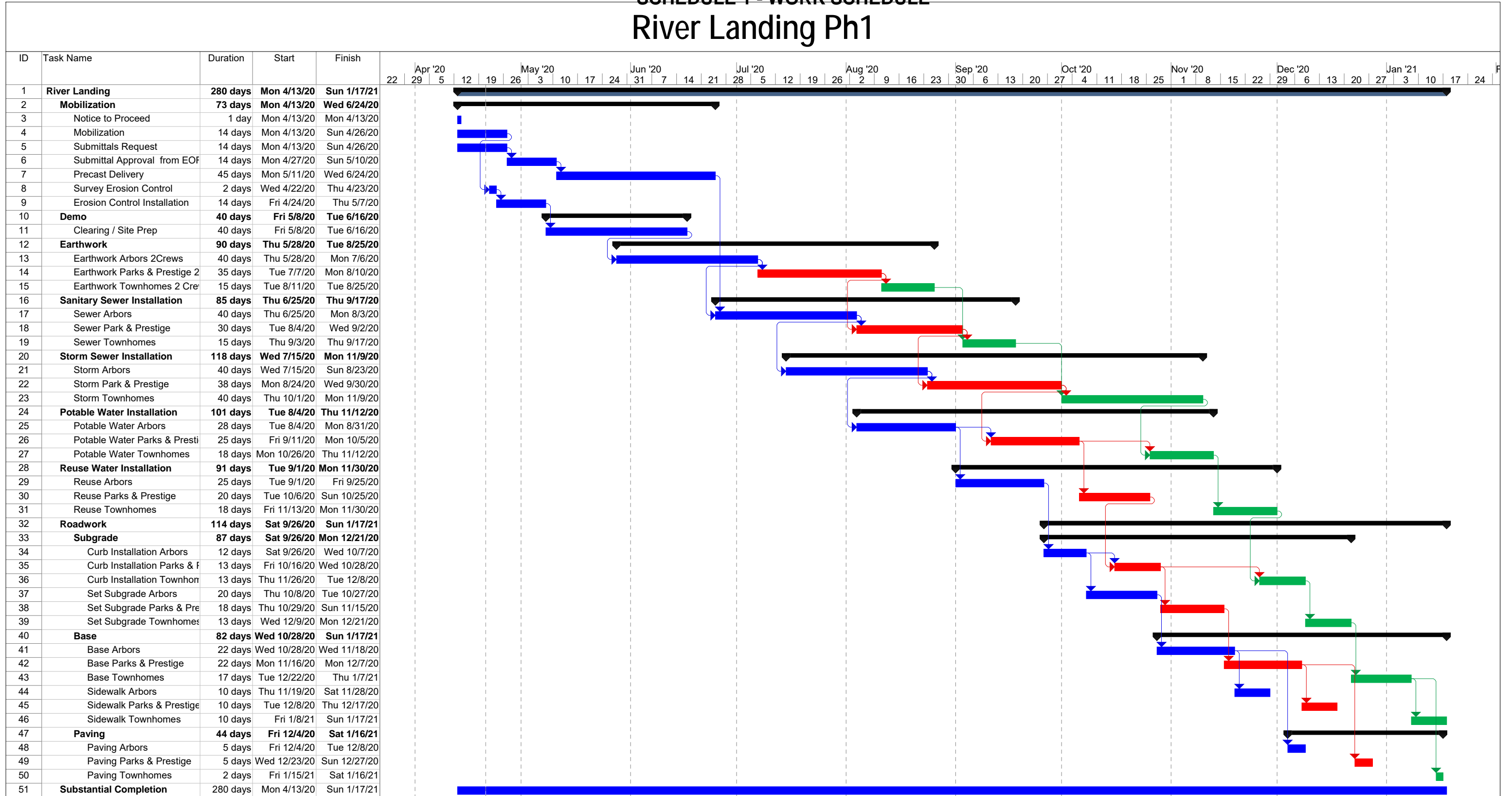
*Part of Section 25 & 26, Township 26 South, Range 20 East Part of Section 30, Township 26 South, Range 21 East  
Pasco County, Florida*

 <sup>DS</sup> Contractor  <sup>DS</sup> TM

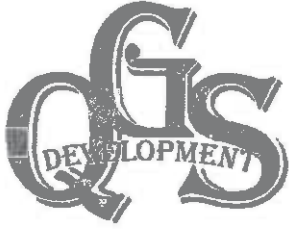


**SCHEDULE 1 - WORK SCHEDULE**

**River Landing Ph1**



Project: ?????????? Date: Tue 4/21/20	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Progress	
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Deadline	



1450 S. Park Road

Plant City, FL 33566

Phone: (813) 634-3326 Fax: (813) 634-1733

# LETTER OF TRANSMITTAL

DATE:	09/15/21
RE:	<i>River Landing Phase 1A</i> AA #15 / Job Code 11500100 / Commitment 000024

TO: Taylor Morrison of Fla., Inc.  
551 N. Cattlemen Road, Suite 201  
Sarasota, FL 34232  
Attention: Rob Lee

FROM: Jacqui Gardner  
QGS Development, Inc.  
1450 S. Park Road  
Plant City, FL 33566

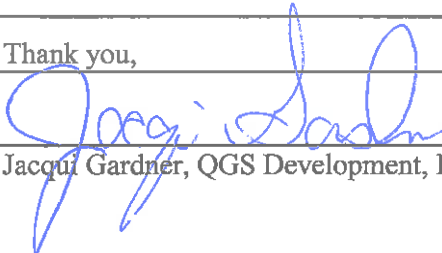
Documents included in this transmission:

SETS	DATE	NO	DESCRIPTION
1			Pay App 18 Pkg (Thru 9/15/2021).

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Your Approval            | <input type="checkbox"/> Approval as Submitted    | <input type="checkbox"/> Resubmit ___ Copies for Approval |
| <input type="checkbox"/> Your Use                 | <input type="checkbox"/> Approval as Noted        | <input type="checkbox"/> Submit ___ Copies for Approval   |
| <input type="checkbox"/> As Requested             | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Return ___ Corrected Prints      |
| <input type="checkbox"/> Your Review and Comments |   | <input type="checkbox"/> Prints returned after Loan to Us |

Please see attached for your handling.

Thank you,

By:   
 Jacqui Gardner, QGS Development, Inc.

Date: 9/15/2021

## Application and Certificate for Payment

<b>TO OWNER:</b> Taylor Morrison of Fla., Inc. 18782 551 N. Cattlemen Road Suite 201 Sarasota, FL 34232	<b>PROJECT:</b> River Landing Ph 1A  S of Chancey Rd W of Morris Bridge Rd, Zephyrhills Job Code 11500100 Commitment #000024 AA #15	<b>APPLICATION NO:</b> 2072160000018 <b>PERIOD TO:</b> 9/15/2021  <b>CONTRACT FOR:</b>  <b>CONTRACT DATE:</b> 4/30/2020 <b>PROJECT NOS:</b> 207216 / /	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>  QGS Development, Inc 1450 S Park Road Plant City, FL 33566	<b>VIA ARCHITECT:</b>		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 9,126,070.98
2. NET CHANGE BY CHANGE ORDERS .....	\$ 4,063,858.87
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 13,189,929.85
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 12,958,681.76
5. RETAINAGE <sup>2</sup>	
a. <u>10</u> % of Completed Work (Columns D + E on G703)	\$ 728,305.90
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 728,305.90
6. TOTAL EARNED LESS RETAINAGE .....	\$ 12,230,375.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 11,765,747.21
8. CURRENT PAYMENT DUE .....	\$ 464,628.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 959,553.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,145,005.30	\$ -81,146.43
Total approved this month	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ 4,145,005.30</b>	<b>\$ -81,146.43</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 4,063,858.87</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: QGS Development, Inc.  
 By: George Soriano Date: 9/15/2021

State of Florida  
 County of Hillsborough  
 Subscribed and sworn to before me this 15th day of Sept. 2021

Notary Public: Kellie Barnes  
 My commission expires \_\_\_\_\_



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

ARCHITECT: \_\_\_\_\_  
 By ENG. [Signature] Date 9/16/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION. You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



# AIA Document G703™ – 1992

2072160000018

9/15/2021

9/15/2021

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 207216

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G - C)			
001-00	Contract - Per Attached	9,126,070.98	9,124,598.88			9,124,598.88	99.98	1,472.10	395,403.92
C01-00	CO 1 Per Attached	34,655.00						34,655.00	
C02-00	CO 2 Per Attached	900,589.66	900,589.66			900,589.66	100.00		39,552.65
C03-00	CO 3 Per Attached	2,240.00	2,240.00			2,240.00	100.00		224.00
C04-00	CO 4 Per Attached	2,864,528.27	2,153,153.22	516,254.06		2,669,407.28	93.19	195,120.99	266,940.73
C05-00	CO 5 Per Attached	10,947.00	10,947.00			10,947.00	100.00		1,094.70
C06-00	CO 6 Per Attached	5,000.00	5,000.00			5,000.00	100.00		500.00
C07-00	CO 7 Per Attached	229,641.62	229,641.62			229,641.62	100.00		22,964.16
C08-00	CO 8 Per Attached	10,540.76	10,540.76			10,540.76	100.00		1,054.08
C09-00	CO 9 Per Attached	5,716.56	5,716.56			5,716.56	100.00		571.66
GRAND TOTAL		13,189,929.85	12,442,427.70	516,254.06		12,958,681.76	98.25	231,248.09	728,305.90

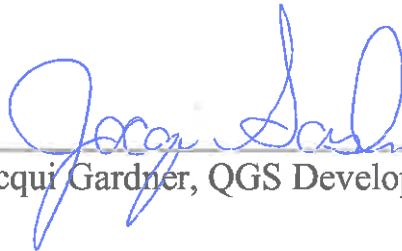
**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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**RIVER LANDING PHASE 1A  
PROJECT  
CONSTRUCTION DRAW  
AFFIDAVIT**

For and in consideration of Payment for \$464,628.65 for Pay App 18-Sept., \$116,959.33 for Pay App 17-Aug., \$80,829.92 for Pay App 16-July, and \$25,438.26 for Inv. 7216-3 Water Usage, we formally submit the following:

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said Contract have been paid in accordance with the requirements of said Contract.



\_\_\_\_\_  
Jacqui Gardner, QGS Development, Inc.

The foregoing instrument was acknowledged before me this 15th day of Sept., 2021, by Jacqui Gardner, who is personally known to me or who has produced N/A as identification and who did not take an oath.



\_\_\_\_\_  
Notary Public, State of Florida

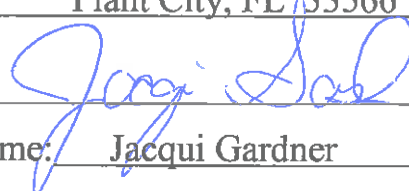


**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of the sum of \$464,628.65 for Pay App 18-Sept., \$116,959.33 for Pay App 17-Aug., \$80,829.92 for Pay App 16-July, and \$25,438.26 for Inv. 7216-3 Water Usage, will hereby waive and release its lien and right to claim a lien for labor, services, or materials furnished through 9/15/2021 to Taylor Morrison of Fla., Inc. on the job of:

River Landing Phase 1A  
S. of Chancey Road, W. of Morris Bridge Road  
Zephyrhills, FL  
AA #15 / Job Code 11500100 / Commitment #000024  
(QGS Job #20-7216)

This waiver and release does not cover the balance of retention, or retention, labor, services, or materials, after the date specified.

Dated on September 15, 2021  
Lienor Name: QGS Development, Inc.  
Address: 1450 S. Park Road  
Plant City, FL 33566  
By:   
Printed Name: Jacqui Gardner

State of FLORIDA  
County of HILLSBOROUGH

Sworn to and subscribed before me this 15th day of September, 2021, by  
Jacqui Gardner, who is personally known to me.

  
Notary Public, State of Florida



# **RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT**

JP Ward & Associates, LLC, 2301 NE 37<sup>th</sup> Street, Ft. Lauderdale, Florida 33308

**TO:** Jim Ward  
**FROM:** Jere Earlywine and Katie Ibarra  
**RE:** Summary of Acquisition of Townhomes Roadways  
**DATE:** March 20, 2022

---

At this time, the River Landing Community Development District (“**District**”) is acquiring certain roadways (“**Acquired Improvements**”) located in Phases 1A3 – 1A4 – 1A5 – 1A6, from the Developer pursuant to the *Acquisition Agreement*, dated July 28, 2020, as amended. Here are the improvements and work product being funded:

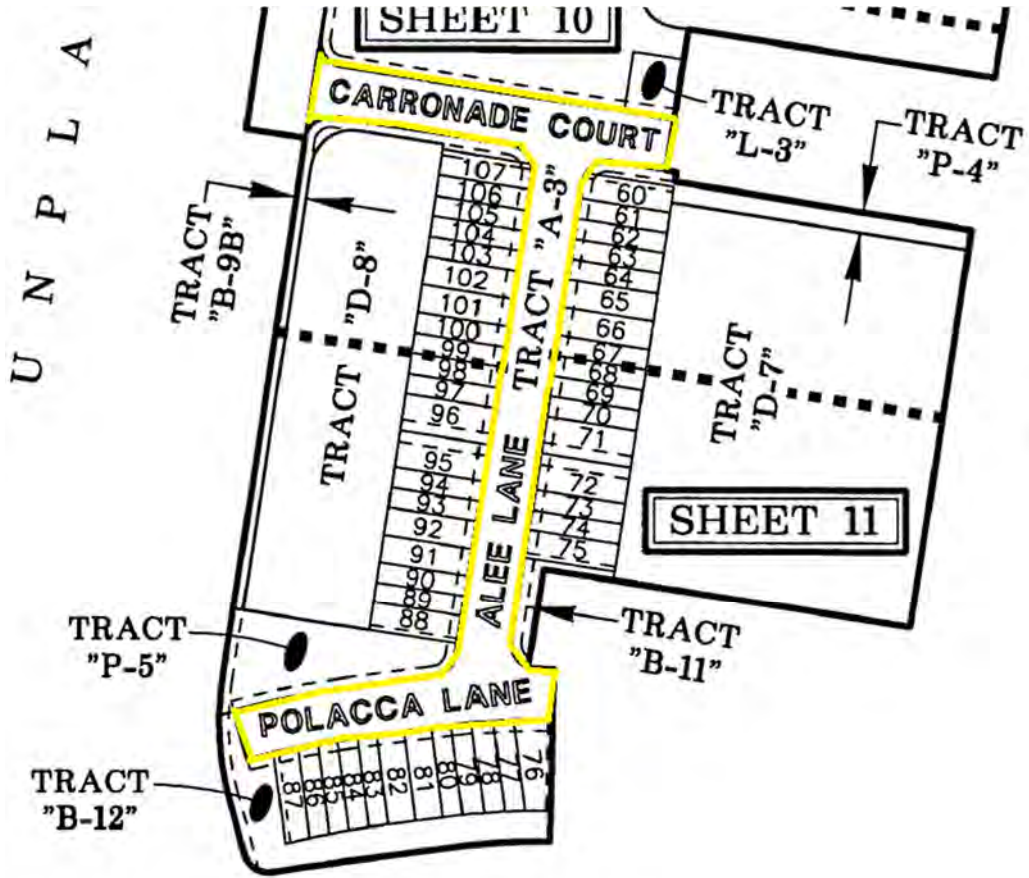
## ***Roadway Improvements***

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
<b>Tract A-3 Carronade Court, Alee Lane, and Polacca Lane</b>	\$221,910.22	\$212,294.00	\$.00	\$9,616.22

- Real estate rights for the conveyance exist by virtue of quit claim deeds and perpetual access easements in favor of the District.
- Note that the **\$212,294.00** worth of Acquired Improvements was constructed by QGS Development, Inc. pursuant to contracts with the Developer, but the Acquired Improvements are only a portion of a larger contracts which involves additional improvements within and without the District’s boundaries. Of this amount, **\$212,294.00** will be paid immediately and the balance of **\$9,616.22** (retainage) will be paid upon proof of payment by the Developer.
- The District Engineer has identified and certified that the District is paying the correct amount for the work.

[CONTINUED ON FOLLOWING PAGE]

Location of Improvements





River Landing Community Development District  
c/o James P. Ward, District Manager  
JP Ward & Associates, LLC  
2301 NE 37<sup>th</sup> Street  
Ft. Lauderdale, Florida 33308

RE: Letter Agreement for Acquisition of Roadway Improvements within Tract A-3, River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida

Dear Jim,

Pursuant to the *Acquisition Agreement* between the District and the Developer, dated July 28, 2020, the *First Amendment to the Acquisition Agreement* dated September 29, 2020, and the *Second Amendment to the Acquisition Agreement*, dated November 18, 2020 (collectively, "**Acquisition Agreement**"), you are hereby notified that Taylor Morrison of Florida, Inc. ("**Developer**"), has completed and wishes to sell ("**Sale**") to the River Landing Community Development District ("**District**") certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay and/or previously paid from bond proceeds the amount of **\$221,910.22** which represents the actual cost of constructing and/or creating the Improvements and Work Product<sup>1</sup>.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and Work Product and/or in connection with the Improvements and Work Product.

---

<sup>1</sup> As of March 21, 2022, the Developer has paid \$212,294.00 to the Contractor for the Improvements. Subject to availability of funds, this amount may be paid to Developer. The District will process the remaining \$9,616.22 by requisition and, subject to availability of funds, pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,


Agreed to by:

**TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation

**RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**



Chairman, Board of Supervisors



Name: Andrew "Drew" Miller  
Title: V.P.

**EXHIBIT A**

Description of Tract A-3 Roadway Improvements

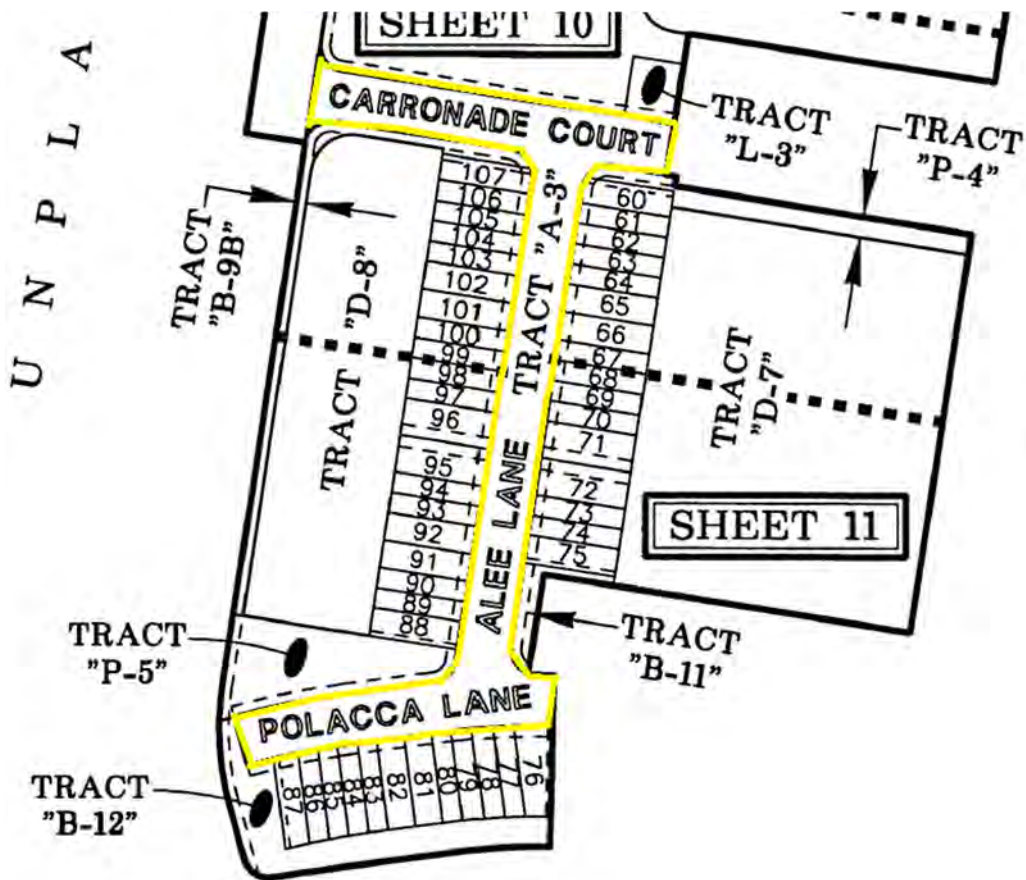
**Contractor:** QGS Development, Inc.

**Contract:** *Master Land Development Services Agreement* dated March 13, 2015

**Authorizing Addendum #15,** dated April 21, 2020

All roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated at Carronade Court, Aleee Lane, and Polacca Lane, *River Landing Phases 1A3 – 1A4 – 1A5 – 1A6*, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway Improvements	\$221,910.22	\$212,294.00	\$9,616.22



## CORPORATE DECLARATION AND AGREEMENT

Tract A-3 Roadway Improvements

I, Andrew "Draw" Miller as Vice President of Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is Andrew "Draw" Miller and I am employed by Developer as Vice President. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the River Landing Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Master Engineer's Report*, dated July 2020, as supplemented by the *Supplemental Engineer's Report*, dated October 2020 (together, "**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 23rd day of March, 2022.

WITNESS

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]  
Name: Robert Lee

By: [Signature]  
Name: Andrew "Drew" Miller  
Title: V.P.

By: [Signature]  
Name: Michael Piendel

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23rd day of March, 2022, by Andrew "Drew" Miller, as Vice President of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Melisse P. McDonough  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements and Work Product

**EXHIBIT A**

Description of Tract A-3 Roadway Improvements

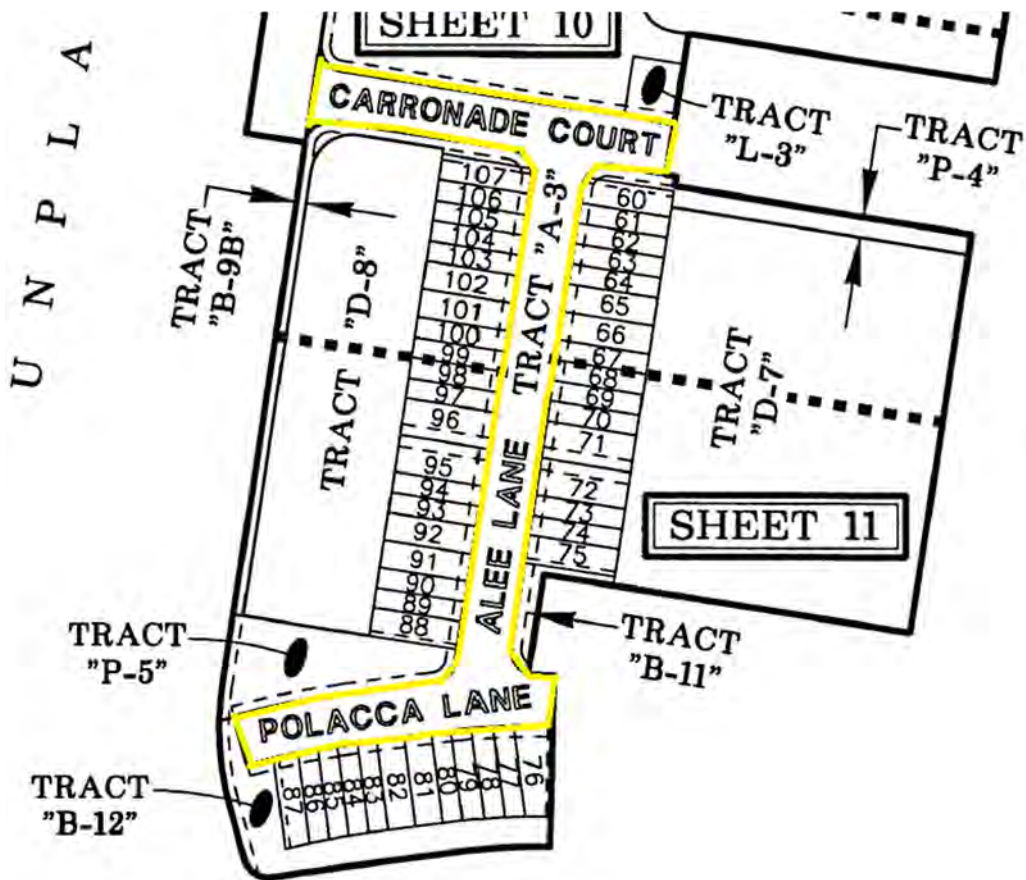
**Contractor:** QGS Development, Inc.

**Contract:** *Master Land Development Services Agreement* dated March 13, 2015

**Authorizing Addendum #15**, dated April 21, 2020

All roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated at Carronade Court, Aleee Lane, and Polacca Lane, *River Landing Phases 1A3 – 1A4 – 1A5 – 1A6*, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway Improvements	\$221,910.22	\$212,294.00	\$9,616.22



**ACKNOWLEDGMENT AND RELEASE**  
Tract A-3 Roadway Improvements

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 22nd day of March 2022, by **QGS Development, Inc.**, having offices located at 1450 S. Park Road, Plant City, FL 33566 ("Contractor"), in favor of the **River Landing Community Development District** ("District"), which is a local unit of special-purpose government situated in Pasco County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2301 NE 37th Street, Ft. Lauderdale, Florida 33308.

**RECITALS**

**WHEREAS**, pursuant to that certain agreement ("Contract") dated March 13, 2015 and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

**WHEREAS**, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor (specifically, \$9,616.22 in retainage for the Contract identified in **Exhibit A**, which includes a larger scope

of improvements than the Improvements being acquired by the District through this acquisition) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

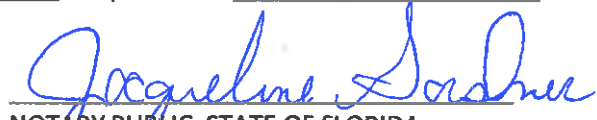
**SECTION 5. EFFECTIVE DATE.** This Release shall take effect upon execution.

**QGS DEVELOPMENT, INC.**

  
By: Gregory D. Fowler, Sr.  
Its: Chief Financial Officer

**STATE OF FLORIDA**  
**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22nd day of March, 2022, by Gregory D. Fowler, Sr., as Chief Financial Officer of QGS Development, Inc. who appeared before me this day in person, and who is ~~either~~ personally known to me, or produced N/A as identification.

  
NOTARY PUBLIC, STATE OF FLORIDA  
Name: Jacqueline Gardner  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

(NOTARY SEAL)





**EXHIBIT A**

Description of Tract A-3 Roadway Improvements

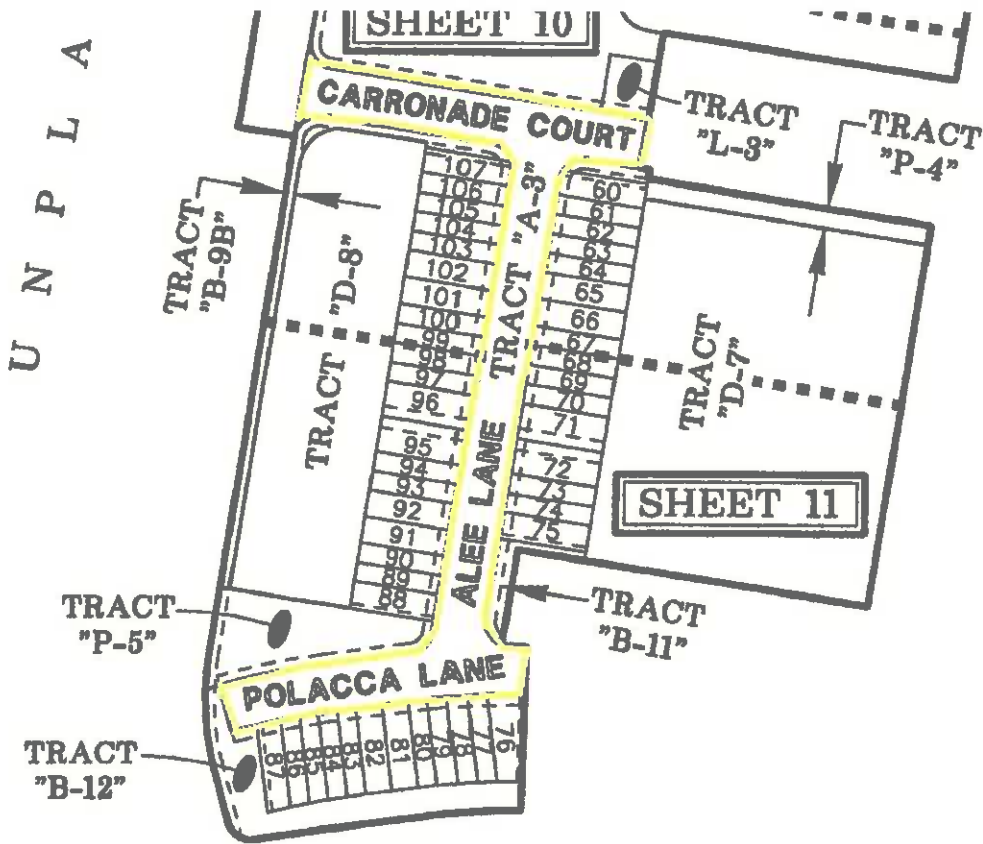
**Contractor: QGS Development, Inc.**

**Contract: Master Land Development Services Agreement dated March 13, 2015**

**Authorizing Addendum #15, dated April 21, 2020**

All roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated at Carronade Court, Alee Lane, and Polacca Lane, River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway Improvements	\$221,910.22	\$212,294.00	\$9,616.22



**CONSULTING ENGINEER'S CERTIFICATE**

Tract A-3 Roadway Improvements

March 22, 2022

Board of Supervisors  
River Landing Community Development District

Re: River Landing Community Development District (Pasco County, Florida)  
Acquisition of Improvements – River Landing Phases 1A3 – 1A4 – 1A5 – 1A6

Ladies and Gentlemen:

The undersigned, a representative of Atwell, LLC ("**Consulting Engineer**"), as engineer for River Landing Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition of improvements ("**Improvements**"), as further described in **Exhibit A**, and in a "**Bill of Sale**" dated on or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the *Master Engineer's Report*, dated July 2020, as supplemented by the *Supplemental Engineer's Report*, dated October 2020, and are therefore part of the District's Capital Improvement Program.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

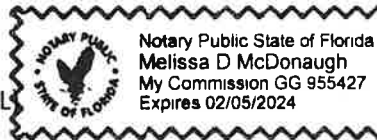
FURTHER AFFIANT SAYETH NOT.

Kyle Clawson  
Kyle Clawson, P.E.  
Atwell, LLC  
Florida Registration No. 89260  
Consulting Engineer

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of March 2022, by Kyle Clawson, P.E., as Consulting Engineer of Atwell, LLC who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Melissa D. McDonough  
NOTARY PUBLIC, STATE OF FLORIDA  
Name: Melissa D. McDonough  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A**

Description of Tract A-3 Roadway Improvements

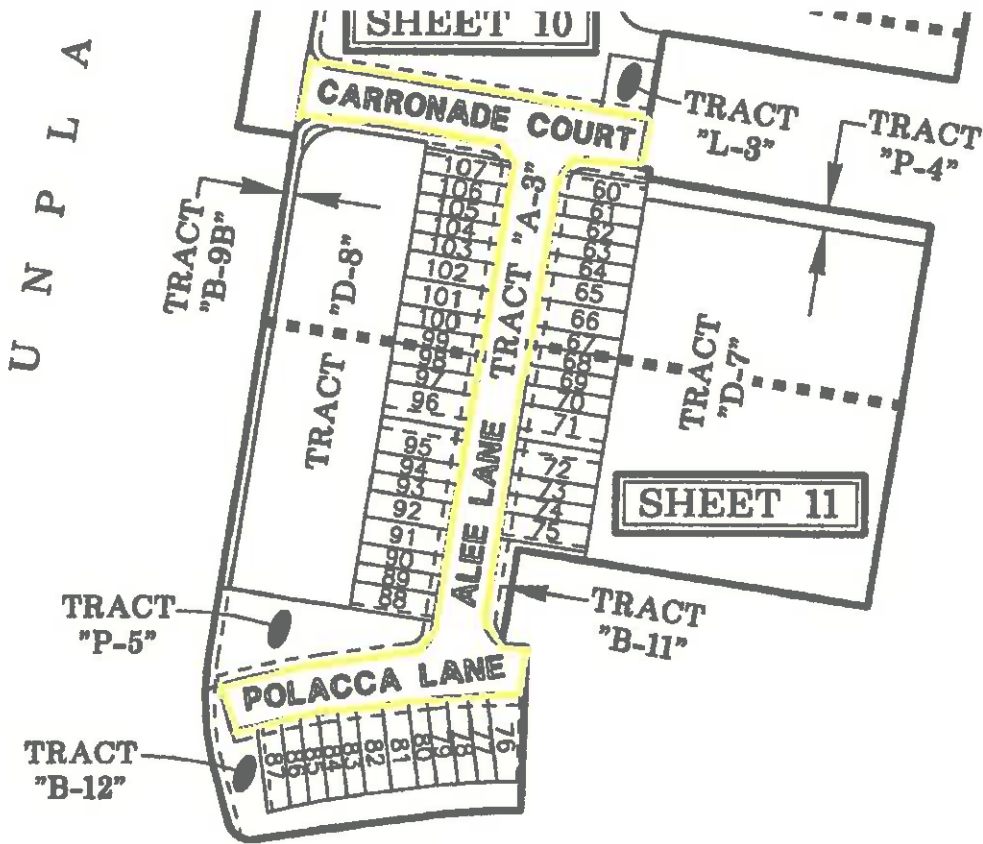
**Contractor: QGS Development, Inc.**

**Contract: Master Land Development Services Agreement dated March 13, 2015**

**Authorizing Addendum #15, dated April 21, 2020**

All roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated at Carronade Court, Alee Lane, and Polacca Lane, River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway Improvements	\$221,910.22	\$212,294.00	\$9,616.22



## BILL OF SALE AND LIMITED ASSIGNMENT

Tract A-3 Roadway Improvements

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 23<sup>rd</sup> day of March, 2022, by and between **Taylor Morrison of Florida, Inc.**, a Florida corporation, whose address for purposes hereof is 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232 ("**Grantor**"), and for good and valuable consideration, to it paid by the **River Landing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2301 NE 37<sup>th</sup> Street, Ft. Lauderdale, Florida 33308.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

### BACKGROUND STATEMENT

This instrument is intended to convey certain improvements and work product described below and located within the boundaries of the plat ("**Plat**") known as River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, recorded at Plat Book 84, Pages 25-36, in the Official Records of Pasco County, Florida.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements, work product and other property interests as described below to have and to hold for Grantee's own use and benefit forever (together, "**Property**") :

- a) **Roadway Improvements** – Roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated as Carronade Court, Alee Lane and Polacca Lane, as identified on the plat titled "*River Landing Phases 1A3 – 1A4 – 1A5 – 1A6*", recorded in the Official Records of Pasco County, Florida at Plat Book 84, Pages 25-36 (together, "**Improvements**");
- b) **Work Product** - Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements ("**Work Product**"); and
- c) **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements and Work Product; and
- d) All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such

liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements and Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON NEXT PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESS

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]  
Name: ROBERT LEE

By: [Signature]  
Name: Andrew "Draw" Miller  
Title: V.P.

By: [Signature]  
Name: Amy He

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23rd day of March 2022, by Andrew "Draw" Miller, as Vice President of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Melissa D. McDonough  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

Description of Tract A-3 Roadway Improvements

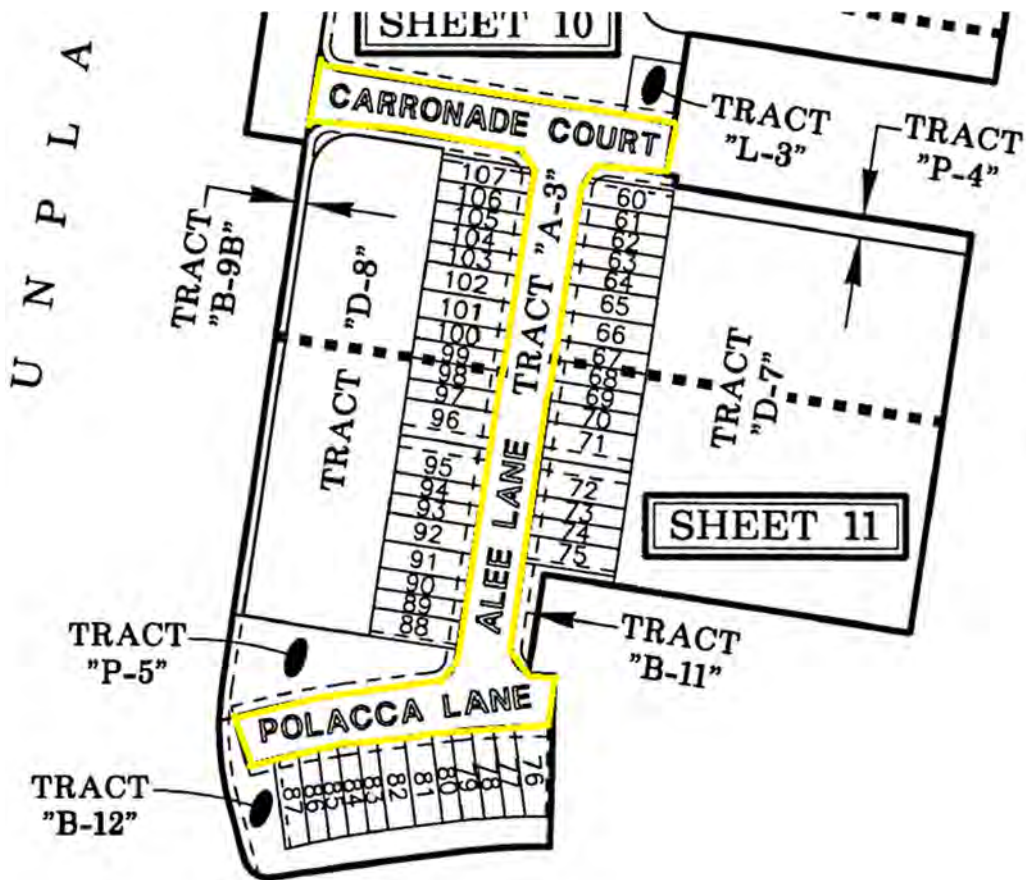
**Contractor:** QGS Development, Inc.

**Contract:** *Master Land Development Services Agreement* dated March 13, 2015

**Authorizing Addendum #15,** dated April 21, 2020

All roads, pavement, curbing, gutter, sidewalk and sodding within the right-of-way located within Tract A-3, designated at Carronade Court, Aleee Lane, and Polacca Lane, *River Landing Phases 1A3 – 1A4 – 1A5 – 1A6*, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Roadway Improvements	\$221,910.22	\$212,294.00	\$9,616.22





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

(This space reserved for Clerk)

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made as of the 23<sup>rd</sup> day of March, 2022, by and between **Taylor Morrison of Florida, Inc.**, a Florida corporation ("**Grantor**"), whose mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, and **River Landing Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSETH**

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pasco, State of Florida, and more particularly below ("**Property**"):

**Tract A-3, designated as Carronade Court, Alee Lane and Polacca Lane, as identified on the plat titled "River Landing Phases 1A3 – 1A4 – 1A5 – 1A6", recorded in the Official Records of Pasco County, Florida at Plat Book 84, Pages 25-36.**

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

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

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

WITNESS

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]
Name: ROBERT LEE

By: [Signature]
Name: Andrew "Drew" Miller
Title: V.P.

By: [Signature]
Name: Michael Pendel

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of March 2022, by Andrew "Drew" Miller, as Vice President of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced [ ] as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name: Melissa D. McDonough
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

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

(This space reserved for Clerk)

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made as of the 23rd day of March, 2022, by and between **River Landing Townhomes Homeowners Association, Inc.**, a Florida not-for-profit corporation ("**Grantor**"), whose mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, and **River Landing Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSETH**

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pasco, State of Florida, and more particularly below ("**Property**"):

**Tract A-3, designated as Carronade Court, Alee Lane and Polacca Lane, as identified on the plat titled "River Landing Phases 1A3 – 1A4 – 1A5 – 1A6", recorded in the Official Records of Pasco County, Florida at Plat Book 84, Pages 25-36.**

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

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

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

WITNESS

RIVER LANDING TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: D. Gooch  
Name: Dennis Gooch

By: Matt Sawyer  
Name: Matt Sawyer  
Title: HOA President

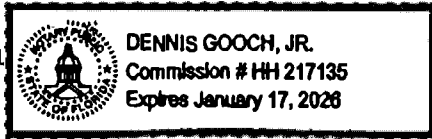
By: Michelle Shaw  
Name: Michelle Shaw

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of March, 2022, by Matt Sawyer as HOA President of River Landing Townhomes Homeowners Association, Inc., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Dennis Gooch Jr  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Dennis Gooch Jr  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

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

(This space reserved for Clerk)

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

### ASSIGNMENT AND ASSUMPTION OF PROPERTY INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF PROPERTY INTEREST ("**Assignment**") is made this 23rd day of March, 2022, by and between **River Landing Townhomes Homeowners Association, Inc.**, a Florida not-for-profit corporation, and having offices at 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619 ("**Assignor**"), and **River Landing Community Development District**, a local unit of special-purpose government situated in Pasco County, Florida, and having offices at c/o JPWard & Associates, LLC, 2900 Northeast 12<sup>th</sup> Terrace, Suite 1, Oakland Park, Florida 33334 ("**Assignee**").

#### WITNESSETH

WHEREAS, Assignor was dedicated certain real property interests with regards to Tract A-3 (together, "**Property Interest**"), as more particularly described in that certain plat identified as River Landing Phases 1A3 – 1A4 – 1A5 – 1A6, as recorded in Plat Book 84, Pages 25-36, of the Official Records of Pasco County, Florida ("**Plat**"); and

WHEREAS, Assignor and Assignee desire that certain related assets with respect to the Property Interest be assigned and transferred from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey and agree, and Assignee does hereby agree, as follows:

1. Assignment. Assignor hereby assigns, conveys, sets over and transfers to Assignee all rights, title, interest, powers, privileges, benefits and options of Assignor, or otherwise accruing to the owner of the Property Interest, in, to and under that certain Plat.
2. Acceptance. Assignee hereby accepts the assignment of the Property Interest.
3. Further Assurances. Assignor shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments and documents, as Assignee or Assignee's counsel may reasonably require fully to vest in and assure to Assignee full right, title and interest in and to the Property Interest to the full extent contemplated by this Assignment.
4. Miscellaneous. This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns. This Assignment shall be governed by, construed under and interpreted

and enforced in accordance with the laws of the State of Florida. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal the day and year first above written.

WITNESSES

ASSIGNOR:

RIVER LANDING TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

By: D Coole  
Name: Dennis Gooch  
Title: \_\_\_\_\_

By: Matt Sawyer  
Name: Matt Sawyer  
Title: HOA President

By: Michelle Snow  
Name: Michelle Snow  
Title: \_\_\_\_\_

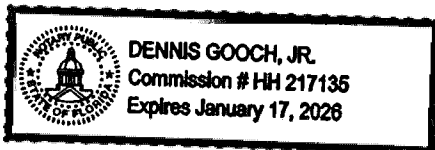
STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2nd day of March, 2022, Matt Sawyer as HOA President of RIVER LANDING TOWNHOMES HOMEOWNERS ASSOCIATION, INC., on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Dennis Gooch Jr.  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Dennis Gooch Jr.  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



WITNESSES

ASSIGNEE:

By: [Signature]  
Name: Michael Fendel  
Title: \_\_\_\_\_

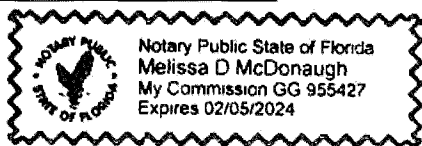
RIVER LANDING COMMUNITY  
DEVELOPMENT DISTRICT

By: [Signature]  
Name: ROBERT LEE  
Title: CHAIRPERSON

By: [Signature]  
Name: Amy He  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2022, Robert Lee as chairperson of RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

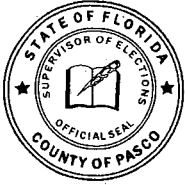


(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Melissa D. McDonough  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)





**Brian E. Corley**  
**Supervisor of Elections**  
PO Box 300  
Dade City FL 33526-0300

**1-800-851-8754**  
**[www.pascovotes.com](http://www.pascovotes.com)**

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April 19, 2022

River Landing CDD  
c/o JP Ward & Associates, LLC  
2301 NE 37 Street  
Ft Lauderdale FL 33308

Dear District Manager:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2022.

- River Landing Community Development District 22

As always, please call me if you have any questions or need additional information.

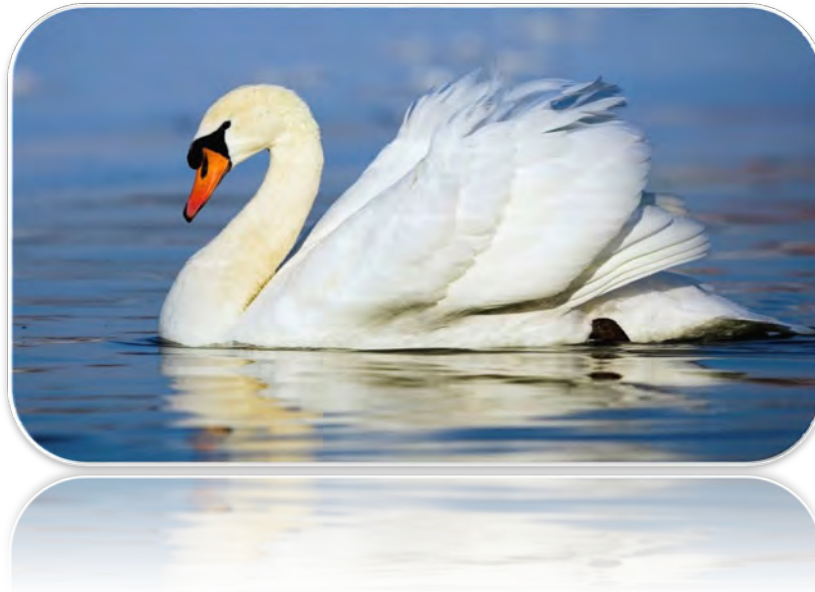
Sincerely,

Tiffannie A. Alligood  
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302  
Central Pasco - Land O' Lakes (813) 929-2788  
West Pasco - New Port Richey (727) 847-8162

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## FINANCIAL STATEMENTS – MARCH 2022

FISCAL YEAR 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

*River Landing Community Development District*

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*JPWard & Associates, LLC*

2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308

**River Landing Community Development District  
Balance Sheet  
for the Period Ending March 31, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Assets</b>								
<b>Cash and Investments</b>								
General Fund - Invested Cash	\$ 1,082,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,082,612
<b>Debt Service Fund</b>								
Interest Account		-	-	-	-			-
Sinking Account								-
Reserve Account		253,831	96,475	-	-			350,306
Revenue Account		416,089	1					416,090
Capitalized Interest		-	-	-	-			-
Prepayment Account			132,994					132,994
Construction Account				43,216	5,234			48,450
Cost of Issuance Account				-	-			-
<b>Due from Other Funds</b>								
General Fund	-	247,961	46,755	-	-	-		294,716
Debt Service Fund(s)	-	-	145,792	-	-	-		145,792
<b>Accounts Receivable</b>	-	-	-	-	-	-		-
<b>Assessments Receivable</b>	-	-	-	-	-	-		-
<b>Amount Available in Debt Service Funds</b>	-	-	-	-	-	1,339,898		1,339,898
<b>Amount to be Provided by Debt Service Funds</b>	-	-	-	-	-	11,890,102		11,890,102
<b>Total Assets</b>	<b>\$ 1,082,612</b>	<b>\$ 917,881</b>	<b>\$ 422,017</b>	<b>\$ 43,216</b>	<b>\$ 5,234</b>	<b>\$ 13,230,000</b>		<b>\$ 15,700,961</b>

**River Landing Community Development District  
Balance Sheet  
for the Period Ending March 31, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Liabilities</b>								
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Developer</b>	-	-	-	-	-	-	-	-
<b>Due to Other Funds</b>	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	294,716	145,792	-	-	-	-	-	440,508
<b>Bonds Payable</b>								
Current Portion						155,000		155,000
Long Term						\$13,075,000		13,075,000
<b>Total Liabilities</b>	<u>\$ 294,716</u>	<u>\$ 145,792</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,230,000</u>		<u>\$ 13,670,508</u>
<b>Fund Equity and Other Credits</b>								
<b>Fund Balance</b>								
<b>Restricted</b>								
Beginning: October 1, 2021 (Unaudited)		429,744	214,978	775,634	5,222	-		1,425,577
Results from Current Operations		342,345	207,040	(732,418)	13	-		(183,021)
<b>Unassigned</b>								
Beginning: October 1, 2021 (Unaudited)	-							-
Results from Current Operations	787,896							787,896
<b>Total Fund Equity and Other Credits</b>	<u>\$ 787,896</u>	<u>\$ 772,089</u>	<u>\$ 422,017</u>	<u>\$ 43,216</u>	<u>\$ 5,234</u>	<u>\$ -</u>		<u>\$ 2,030,453</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 1,082,612</u>	<u>\$ 917,881</u>	<u>\$ 422,017</u>	<u>\$ 43,216</u>	<u>\$ 5,234</u>	<u>\$ 13,230,000</u>		<u>\$ 15,700,961</u>

**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Interest</b>									
Interest - General Checking	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>									
Special Assessments - On-Roll	-	1,972	131,593	-	(46,755)	-	86,810	163,735	53%
Special Assessments - Off-Roll	-	-	-	79,596	-	-	79,596	-	N/A
Developer Contribution	-	5,958	685,060	-	-	-	691,018	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ -</b>	<b>\$ 7,930</b>	<b>\$ 816,653</b>	<b>\$ 79,596</b>	<b>\$ (46,755)</b>	<b>\$ -</b>	<b>\$ 857,424</b>	<b>\$ 163,735</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Executive</b>									
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	20,000	40,000	50%
<b>Financial and Administrative</b>									
Audit Services	-	-	-	-	-	-	-	5,000	0%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	8,000	16,000	50%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	8,000	16,000	50%
Arbitrage Rebate Services	-	-	-	-	-	-	-	500	0%
<b>Other Contractual Services</b>									
Legal Advertising	-	-	-	-	-	-	-	2,000	0%
Trustee Services	-	-	-	-	6,988	-	6,988	4,300	163%
Dissemination Agent Services	-	-	600	-	-	-	600	5,000	12%
Property Appraiser Fees	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	22	25	27	-	-	-	74	360	20%
<b>Communications &amp; Freight Services</b>									
Postage, Freight & Messenger	-	-	11	-	23	8	42	500	8%
<b>Computer Services - Website Development</b>									
	-	-	-	-	-	-	-	2,000	0%

Prepared by:

**JPWARD and Associates, LLC**

Unaudited

**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Insurance</b>	-	-	9,972	-	-	-	9,972	5,500	181%
<b>Printing &amp; Binding</b>	-	-	194	-	-	-	194	400	48%
<b>Subscription &amp; Memberships</b>	175	-	-	-	-	-	175	175	100%
<b>Legal Services</b>									
Legal - General Counsel	-	-	4,806	-	4,113	-	8,919	15,000	59%
Legal - 2020 Bonds	-	-	-	-	-	-	-	-	N/A
<b>Other General Government Services</b>									
Engineering Services	-	-	4,440	-	2,125	-	6,565.00	1,000	657%
Contingencies	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	N/A
<b>Other Physical Environment</b>									
Repairs and Maintenance									
Naturalized Area Maintenance	-	-	-	-	-	-	-	50,000	0%
<b>Road &amp; Street Facilities</b>									
Capital Improvements	-	-	-	-	-	-	-	-	N/A
Street Lights Purchase	-	-	-	-	-	-	-	-	N/A
Street Lights Installation	-	-	-	-	-	-	-	-	N/A
<b>Reserves</b>	-	-	-	-	-	-	-	-	N/A
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	N/A
<b>Other Fees and Charges</b>	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-
<b>Sub-Total:</b>	<b>6,197</b>	<b>6,025</b>	<b>26,050</b>	<b>6,000</b>	<b>19,248</b>	<b>6,008</b>	<b>69,528</b>	<b>163,735</b>	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ 6,197</b>	<b>\$ 6,025</b>	<b>\$ 26,050</b>	<b>\$ 6,000</b>	<b>\$ 19,248</b>	<b>\$ 6,008</b>	<b>\$ 69,528</b>	<b>\$ 163,735</b>	N/A
Net Increase/ (Decrease) in Fund Balance	(6,197)	1,905	790,603	73,596	(66,003)	(6,008)	787,896	-	
Fund Balance - Beginning	-	(6,197)	(4,292)	786,311	859,908	793,905	-	-	
<b>Fund Balance - Ending</b>	<b>\$ (6,197)</b>	<b>\$ (4,292)</b>	<b>\$ 786,311</b>	<b>\$ 859,908</b>	<b>\$ 793,905</b>	<b>\$ 787,896</b>	<b>787,896</b>	<b>\$ -</b>	

Prepared by:

**JWARD and Associates, LLC**

**River Landing Community Development District**  
**Debt Service Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	160,747	0%
<b>Interest Income</b>									
Interest Account	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	N/A
Reserve Account	1	1	1	1	1	1	6	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	0	2	2	3	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>									
Special Assessments - On Roll	-	6,144	409,942	\$ 247,961	\$ (145,792)		518,254	509,984	102%
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	N/A
<b>Debt Proceeds</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Intragovernmental Transfer In</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2</b>	<b>\$ 6,146</b>	<b>\$ 409,943</b>	<b>\$ 247,962</b>	<b>\$ (145,789)</b>	<b>\$ 3</b>	<b>\$ 518,266</b>	<b>\$ 670,731</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Debt Service</b>									
<b>Principal Debt Service - Mandatory</b>									
Series 2020A	-	-	-	-	-	-	-	155,000	0%
<b>Principal Debt Service - Early Redemptions</b>									
Series 2020A	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>									
Series 2020A	-	175,894	-	-	-	-	175,894	351,788	50%
<b>Unamortized Premium/Discount on Bonds Payable</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Underwriter's Discount</b>									
	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>									
	-	23	1	1	1	1	27	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 175,916</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>175,921</b>	<b>\$ 506,788</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	2	(169,771)	409,942	247,961	(145,790)	2	342,345	3,196	
Fund Balance - Beginning	429,744	429,746	259,975	669,917	917,878	772,088	429,744	-	
<b>Fund Balance - Ending</b>	<b>\$ 429,746</b>	<b>\$ 259,975</b>	<b>\$ 669,917</b>	<b>\$ 917,878</b>	<b>\$ 772,088</b>	<b>\$ 772,089</b>	<b>772,089</b>	<b>\$ 3,196</b>	



**River Landing Community Development District**  
**Debt Service Fund - Series 2020B**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	90,497	0%
<b>Interest Income</b>									
Interest Account	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	N/A
Reserve Account	0	0	-	0	0	0	2	-	N/A
Prepayment Account	0	0	0	\$ 0	\$ 0	0	1	-	N/A
Revenue Account	-	-	0	-	-	\$ 0	0	-	N/A
Capitalized Interest Account	0	0	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>									
Special Assessments - On Roll	-	-	-	-	\$ 192,547	-	192,547	-	N/A
Special Assessments - Off Roll	-	-	-	\$ 1,115	-	-	1,115	99,025	1%
Special Assessments - Prepayments	-	52,447	55,197	-	82,689	43,192	233,526	-	N/A
<b>Debt Proceeds</b>									
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 1</b>	<b>\$ 52,448</b>	<b>\$ 55,197</b>	<b>\$ 1,116</b>	<b>\$ 275,237</b>	<b>\$ 43,193</b>	<b>\$ 427,193</b>	<b>\$ 189,522</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Debt Service</b>									
<b>Principal Debt Service - Mandatory</b>									
Series 2020B	-	-	-	-	-	-	-	-	N/A
<b>Principal Debt Service - Early Redemptions</b>									
Series 2020B	-	15,000	-	-	105,000	-	120,000	-	N/A
<b>Interest Expense</b>									
Series 2020B	-	99,025	-	-	1,116	-	100,141	189,522	53%
<b>Unamortized Premium/Discount on Bonds Payable</b>									
Underwriters Discount	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>									
	-	11	0	0	0	0	12	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 114,036</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 106,116</b>	<b>\$ 0</b>	<b>\$ 220,153</b>	<b>\$ 189,522</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	1	(61,587)	55,197	1,116	169,121	43,192	207,040	-	
Fund Balance - Beginning	214,978	214,979	153,391	208,588	209,704	378,825	214,978	-	
<b>Fund Balance - Ending</b>	<b>\$ 214,979</b>	<b>\$ 153,391</b>	<b>\$ 208,588</b>	<b>\$ 209,704</b>	<b>\$ 378,825</b>	<b>\$ 422,017</b>	<b>\$ 422,017</b>	<b>\$ -</b>	

Prepared by:

**JWARD and Associates, LLC**

**River Landing Community Development District**  
**Capital Projects Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

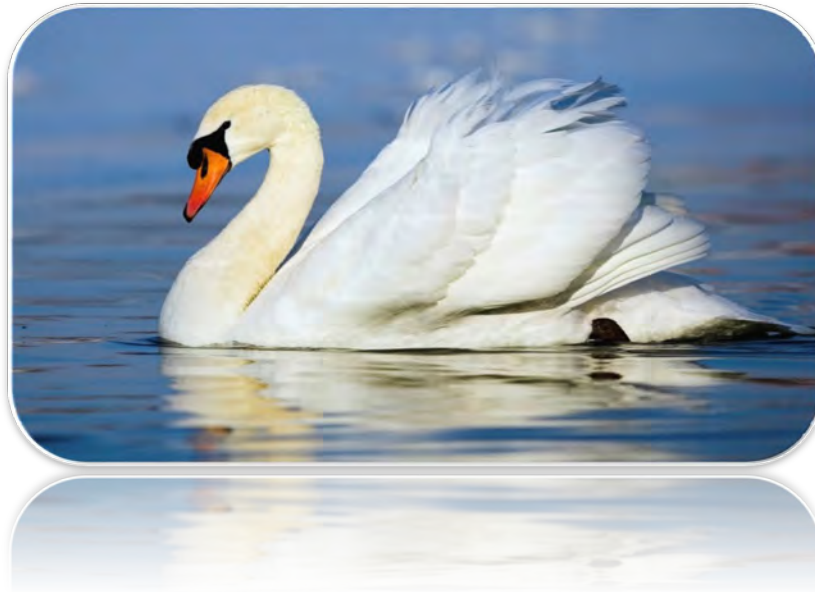
Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	-	-	-	-	-	-	-	\$ -	N/A
<b>Interest Income</b>									
Construction Account	3	3	3	3	3	0	17	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	\$ -	N/A
<b>Debt Proceeds</b>									
	-	-	-	-	-	-	-	\$ -	N/A
<b>Developer Contributions</b>									
	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	23	1	1	1	1	27	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 3</b>	<b>\$ 26</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 1</b>	<b>\$ 43</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Executive</b>									
Professional Management	-	-	-	-	-	-	-	\$ -	N/A
<b>Other Contractual Services</b>									
Trustee Services	-	-	-	-	-	-	-	\$ -	N/A
<b>Printing &amp; Binding</b>									
	-	-	-	-	-	-	-	\$ -	N/A
<b>Capital Outlay</b>									
Water-Sewer Combination	-	-	-	-	732,461	-	732,461	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	\$ -	N/A
<b>Cost of Issuance</b>									
Legal - Series 2020A Bonds	-	-	-	-	-	-	-	\$ -	N/A
<b>Underwriter's Discount</b>									
	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 3	\$ 26	\$ 4	\$ 4	\$ (732,457)	\$ 1	\$ (732,418)	-	
Fund Balance - Beginning	\$ 775,634	\$ 775,637	\$ 775,663	\$ 775,667	\$ 775,672	\$ 43,215	\$ 775,634	\$ -	
<b>Fund Balance - Ending</b>	<b>\$ 775,637</b>	<b>\$ 775,663</b>	<b>\$ 775,667</b>	<b>\$ 775,672</b>	<b>\$ 43,215</b>	<b>\$ 43,216</b>	<b>\$ 43,216</b>	<b>\$ -</b>	

**River Landing Community Development District**  
**Capital Projects Fund - Series 2020B**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through March 31, 2022**

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>									
Carryforward	-	-	-	-	-	-	-	\$ -	N/A
<b>Interest Income</b>									
Construction Account	0	0	0	0	0	0	0	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	\$ -	N/A
<b>Debt Proceeds</b>									
Developer Contributions	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	11	0	0	0	0	12	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 0</b>	<b>\$ 11</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 13</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>									
<b>Executive</b>									
Professional Management	-	-	-	-	-	-	-	\$ -	N/A
<b>Other Contractual Services</b>									
Trustee Services	-	-	-	-	-	-	-	\$ -	N/A
<b>Printing &amp; Binding</b>									
Capital Outlay	-	-	-	-	-	-	-	\$ -	N/A
Water-Sewer Combination	-	-	-	-	-	-	-	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	\$ -	N/A
<b>Cost of Issuance</b>									
Legal - Series 2020B Bonds	-	-	-	-	-	-	-	\$ -	N/A
<b>Underwriter's Discount</b>									
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 0	\$ 11	\$ 0	\$ 0	\$ 0	\$ 0	\$ 13	-	
Fund Balance - Beginning	\$ 5,222	\$ 5,222	\$ 5,232	\$ 5,233	\$ 5,233	\$ 5,234	\$ 5,222	\$ -	
<b>Fund Balance - Ending</b>	<b>\$ 5,222</b>	<b>\$ 5,232</b>	<b>\$ 5,233</b>	<b>\$ 5,233</b>	<b>\$ 5,234</b>	<b>\$ 5,234</b>	<b>\$ 5,234</b>	<b>\$ -</b>	

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## FINANCIAL STATEMENTS – APRIL 2022

FISCAL YEAR 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

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*River Landing Community Development District*

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*JPWard & Associates, LLC*

2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308

**River Landing Community Development District  
Balance Sheet  
for the Period Ending April 30, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Assets</b>								
<b>Cash and Investments</b>								
General Fund - Invested Cash	\$ 772,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 772,759
<b>Debt Service Fund</b>								
Interest Account		175,894	96,475	-	-			272,369
Sinking Account		155,000						155,000
Reserve Account		253,831	96,475	-	-			350,306
Revenue Account		187,366	96,073					283,439
Capitalized Interest		-	-	-	-			-
Prepayment Account			132,994					132,994
Construction Account				43,217	5,235			48,452
Cost of Issuance Account				-	-			-
<b>Due from Other Funds</b>								
General Fund	-	1	0	-	-	-	-	1
Debt Service Fund(s)	-	-	-	-	-	-	-	-
<b>Accounts Receivable</b>	-	-	-	-	-	-	-	-
<b>Assessments Receivable</b>	-	-	-	-	-	-	-	-
<b>Amount Available in Debt Service Funds</b>	-	-	-	-	-	1,194,110		1,194,110
<b>Amount to be Provided by Debt Service Funds</b>	-	-	-	-	-	12,035,890		12,035,890
<b>Total Assets</b>	<u>\$ 772,759</u>	<u>\$ 772,092</u>	<u>\$ 422,018</u>	<u>\$ 43,217</u>	<u>\$ 5,235</u>	<u>\$ 13,230,000</u>		<u>\$ 15,245,320</u>

**River Landing Community Development District  
Balance Sheet  
for the Period Ending April 30, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Liabilities</b>								
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Developer</b>	-	-	-	-	-	-	-	-
<b>Due to Other Funds</b>	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	1	-	-	-	-	-	-	1
<b>Bonds Payable</b>								
Current Portion						155,000		155,000
Long Term						\$13,075,000		13,075,000
<b>Total Liabilities</b>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,230,000</u>		<u>\$ 13,230,001</u>
<b>Fund Equity and Other Credits</b>								
<b>Fund Balance</b>								
<b>Restricted</b>								
Beginning: October 1, 2021 (Audited)		429,744	214,978	775,634	5,222	-		1,425,577
Results from Current Operations		342,347	207,040	(732,417)	13	-		(183,016)
<b>Unassigned</b>								
Beginning: October 1, 2021 (Audited)	-							-
Results from Current Operations	772,758							772,758
<b>Total Fund Equity and Other Credits</b>	<u>\$ 772,758</u>	<u>\$ 772,092</u>	<u>\$ 422,018</u>	<u>\$ 43,217</u>	<u>\$ 5,235</u>	<u>\$ -</u>		<u>\$ 2,015,319</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 772,759</u>	<u>\$ 772,092</u>	<u>\$ 422,018</u>	<u>\$ 43,217</u>	<u>\$ 5,235</u>	<u>\$ 13,230,000</u>		<u>\$ 15,245,320</u>

**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through April 30, 2022**

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Interest</b>										
Interest - General Checking	-	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>										
Special Assessments - On-Roll	-	1,972	131,593	-	(46,755)	-	0	86,810	163,735	53%
Special Assessments - Off-Roll	-	-	-	79,596	-	-	-	79,596	-	N/A
Developer Contribution	-	5,958	685,060	-	-	-	-	691,018	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ -</b>	<b>\$ 7,930</b>	<b>\$ 816,653</b>	<b>\$ 79,596</b>	<b>\$ (46,755)</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 857,424</b>	<b>\$ 163,735</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Executive</b>										
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	23,333	40,000	58%
<b>Financial and Administrative</b>										
Audit Services	-	-	-	-	-	-	-	-	5,000	0%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	9,333	16,000	58%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	9,333	16,000	58%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	500	0%
<b>Other Contractual Services</b>										
Legal Advertising	-	-	-	-	-	-	-	-	2,000	0%
Trustee Services	-	-	-	-	6,988	-	-	6,988	4,300	163%
Dissemination Agent Services	-	-	600	-	-	-	5,000	5,600	5,000	112%
Bond Amortization Schedules	-	-	-	-	-	-	500	500	-	N/A
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	22	25	27	-	-	-	-	74	360	20%
<b>Communications &amp; Freight Services</b>										
Postage, Freight & Messenger	-	-	11	-	23	8	81	123	500	25%

Unaudited

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



**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through April 30, 2022**

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Computer Services - Website Development</b>	-	-	-	-	-	-	-	-	2,000	0%
<b>Insurance</b>	-	-	9,972	-	-	-	-	9,972	5,500	181%
<b>Printing &amp; Binding</b>	-	-	194	-	-	-	912	1,105	400	276%
<b>Subscription &amp; Memberships</b>	175	-	-	-	-	-	-	175	175	100%
<b>Legal Services</b>										
Legal - General Counsel	-	-	4,806	-	4,113	-	2,645	11,565	15,000	77%
Legal - 2020 Bonds	-	-	-	-	-	-	-	-	-	N/A
<b>Other General Government Services</b>										
Engineering Services	-	-	4,440	-	2,125	-	-	6,565.00	1,000	657%
Contingencies	-	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	-	N/A
<b>Other Physical Environment</b>										
Repairs and Maintenance										
Naturalized Area Maintenance	-	-	-	-	-	-	-	-	50,000	0%
<b>Road &amp; Street Facilities</b>										
Capital Improvements	-	-	-	-	-	-	-	-	-	N/A
Street Lights Purchase	-	-	-	-	-	-	-	-	-	N/A
Street Lights Installation	-	-	-	-	-	-	-	-	-	N/A
<b>Reserves</b>	-	-	-	-	-	-	-	-	-	N/A
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	-	N/A
<b>Other Fees and Charges</b>	-	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-	-
<b>Sub-Total:</b>	<b>6,197</b>	<b>6,025</b>	<b>26,050</b>	<b>6,000</b>	<b>19,248</b>	<b>6,008</b>	<b>15,138</b>	<b>84,666</b>	<b>163,735</b>	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ 6,197</b>	<b>\$ 6,025</b>	<b>\$ 26,050</b>	<b>\$ 6,000</b>	<b>\$ 19,248</b>	<b>\$ 6,008</b>	<b>\$ 15,138</b>	<b>\$ 84,666</b>	<b>\$ 163,735</b>	N/A
Net Increase/ (Decrease) in Fund Balance	(6,197)	1,905	790,603	73,596	(66,003)	(6,008)	(15,138)	772,758	-	
Fund Balance - Beginning	-	(6,197)	(4,292)	786,311	859,908	793,905	787,896	-	-	
<b>Fund Balance - Ending</b>	<b>\$ (6,197)</b>	<b>\$ (4,292)</b>	<b>\$ 786,311</b>	<b>\$ 859,908</b>	<b>\$ 793,905</b>	<b>\$ 787,896</b>	<b>\$ 772,758</b>	<b>772,758</b>	<b>\$ -</b>	

Unaudited

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

**River Landing Community Development District**  
**Debt Service Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through April 30, 2022**

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	160,747	0%
<b>Interest Income</b>										
Interest Account	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	1	1	1	1	1	1	1	7	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	0	2	2	2	5	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>										
Special Assessments - On Roll	-	6,144	409,942	\$ 247,961	\$ (145,792)	-	1	518,255	509,984	102%
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	N/A
<b>Debt Proceeds</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Intragovernmental Transfer In</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2</b>	<b>\$ 6,146</b>	<b>\$ 409,943</b>	<b>\$ 247,962</b>	<b>\$ (145,789)</b>	<b>\$ 3</b>	<b>\$ 4</b>	<b>\$ 518,269</b>	<b>\$ 670,731</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Debt Service</b>										
<b>Principal Debt Service - Mandatory</b>										
Series 2020A	-	-	-	-	-	-	-	-	155,000	0%
<b>Principal Debt Service - Early Redemptions</b>										
Series 2020A	-	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>										
Series 2020A	-	175,894	-	-	-	-	-	175,894	351,788	50%
<b>Unamortized Premium/Discount on Bonds Payable</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Underwriter's Discount</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>										
	-	23	1	1	1	1	1	28	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 175,916</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>175,922</b>	<b>\$ 506,788</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	2	(169,771)	409,942	247,961	(145,790)	2	2	342,347	3,196	
Fund Balance - Beginning	429,744	429,746	259,975	669,917	917,878	772,088	772,089	429,744	-	
<b>Fund Balance - Ending</b>	<b>\$ 429,746</b>	<b>\$ 259,975</b>	<b>\$ 669,917</b>	<b>\$ 917,878</b>	<b>\$ 772,088</b>	<b>\$ 772,089</b>	<b>772,092</b>	<b>772,092</b>	<b>\$ 3,196</b>	

**River Landing Community Development District**  
**Debt Service Fund - Series 2020B**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through April 30, 2022**

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	90,497	0%
<b>Interest Income</b>										
Interest Account	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	0	0	-	0	0	0	0	2	-	N/A
Prepayment Account	0	0	0	\$ 0	\$ 0		0	1	-	N/A
Revenue Account	-	-	0			\$ 0	-	0	-	N/A
Capitalized Interest Account	0	0	-	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>										
Special Assessments - On Roll	-	-	-		\$ 192,547		0	192,547	-	N/A
Special Assessments - Off Roll	-	-	-	\$ 1,115			-	1,115	99,025	1%
Special Assessments - Prepayments	-	52,447	55,197		82,689	43,192		233,526	-	N/A
<b>Debt Proceeds</b>										
	-	-	-		-			-	-	N/A
<b>Intragovernmental Transfer In</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 1</b>	<b>\$ 52,448</b>	<b>\$ 55,197</b>	<b>\$ 1,116</b>	<b>\$ 275,237</b>	<b>\$ 43,193</b>	<b>\$ 1</b>	<b>\$ 427,194</b>	<b>\$ 189,522</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Debt Service</b>										
<b>Principal Debt Service - Mandatory</b>										
Series 2020B	-	-	-	-	-	-	-	-	-	N/A
<b>Principal Debt Service - Early Redemptions</b>										
Series 2020B	-	15,000	-	-	105,000	-	-	120,000	-	N/A
<b>Interest Expense</b>										
Series 2020B	-	99,025	-	-	1,116	-	-	100,141	189,522	53%
<b>Unamortized Premium/Discount on Bonds Payable</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Underwriters Discount</b>										
	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>										
	-	11	0	0	0	0	0	13	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 114,036</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 106,116</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 220,154</b>	<b>\$ 189,522</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	1	(61,587)	55,197	1,116	169,121	43,192	1	207,040	-	
Fund Balance - Beginning	214,978	214,979	153,391	208,588	209,704	378,825	422,017	214,978	-	
<b>Fund Balance - Ending</b>	<b>\$ 214,979</b>	<b>\$ 153,391</b>	<b>\$ 208,588</b>	<b>\$ 209,704</b>	<b>\$ 378,825</b>	<b>\$ 422,017</b>	<b>\$ 422,018</b>	<b>\$ 422,018</b>	<b>\$ -</b>	

**River Landing Community Development District**  
**Capital Projects Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through April 30, 2022**

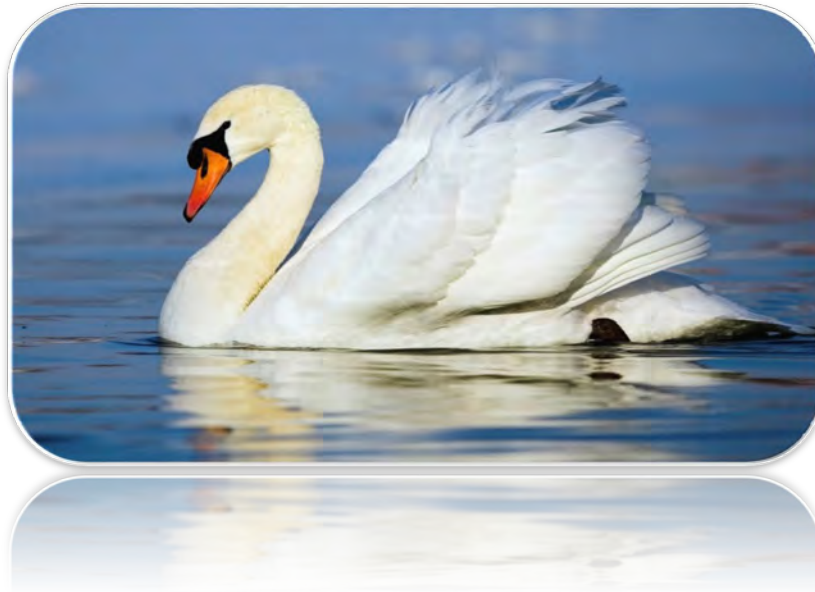
Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Interest Income</b>										
Construction Account	3	3	3	3	3	0	0	17	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Debt Proceeds</b>										
Developer Contributions	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	23	1	1	1	1	1	28	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 3</b>	<b>\$ 26</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 45</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Executive</b>										
Professional Management	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Other Contractual Services</b>										
Trustee Services	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Printing &amp; Binding</b>										
Capital Outlay	-	-	-	-	-	-	-	-	\$ -	N/A
Water-Sewer Combination	-	-	-	-	732,461	-	-	732,461	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Cost of Issuance</b>										
Legal - Series 2020A Bonds	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Underwriter's Discount</b>										
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 3	\$ 26	\$ 4	\$ 4	\$ (732,457)	\$ 1	\$ 1	\$ (732,417)	-	
Fund Balance - Beginning	\$ 775,634	\$ 775,637	\$ 775,663	\$ 775,667	\$ 775,672	\$ 43,215	\$ 43,216	\$ 775,634	\$ -	
<b>Fund Balance - Ending</b>	<b>\$ 775,637</b>	<b>\$ 775,663</b>	<b>\$ 775,667</b>	<b>\$ 775,672</b>	<b>\$ 43,215</b>	<b>\$ 43,216</b>	<b>\$ 43,217</b>	<b>\$ 43,217</b>	<b>\$ -</b>	

**River Landing Community Development District  
Capital Projects Fund - Series 2020B  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Through April 30, 2022**

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>										
Carryforward	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Interest Income</b>										
Construction Account	0	0	0	0	0	0	0	0	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Debt Proceeds</b>										
	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Developer Contributions</b>										
	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	11	0	0	0	0	0	13	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 0</b>	<b>\$ 11</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 13</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>										
<b>Executive</b>										
Professional Management	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Other Contractual Services</b>										
Trustee Services	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Printing &amp; Binding</b>										
	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Capital Outlay</b>										
Water-Sewer Combination	-	-	-	-	-	-	-	-	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Cost of Issuance</b>										
Legal - Series 2020B Bonds	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Underwriter's Discount</b>										
	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 0	\$ 11	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 13	-	
Fund Balance - Beginning	\$ 5,222	\$ 5,222	\$ 5,232	\$ 5,233	\$ 5,233	\$ 5,234	\$ 5,234	\$ 5,222	-	
<b>Fund Balance - Ending</b>	<b>\$ 5,222</b>	<b>\$ 5,232</b>	<b>\$ 5,233</b>	<b>\$ 5,233</b>	<b>\$ 5,234</b>	<b>\$ 5,234</b>	<b>\$ 5,235</b>	<b>\$ 5,235</b>	<b>\$ -</b>	

# RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

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## FINANCIAL STATEMENTS - MAY 2022

FISCAL YEAR 2022

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

*River Landing Community Development District*

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*JPWard & Associates, LLC*

2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308

**River Landing Community Development District  
Balance Sheet  
for the Period Ending May 31, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Assets</b>								
<b>Cash and Investments</b>								
General Fund - Invested Cash	\$ 738,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,313
<b>Debt Service Fund</b>								
Interest Account		0	0	-	-			0
Sinking Account		0						0
Reserve Account		253,831	96,475	-	-			350,306
Revenue Account		187,368	96,074					283,442
Capitalized Interest		-	-	-	-			-
Prepayment Account			96,681					96,681
Construction Account				43,218	5,235			48,454
Cost of Issuance Account				-	-			-
<b>Due from Other Funds</b>								
General Fund	-	1	0	-	-	-		1
Debt Service Fund(s)	-	-	-	-	-	-		-
<b>Accounts Receivable</b>	-	-	-	-	-	-		-
<b>Assessments Receivable</b>	-	-	-	-	-	-		-
<b>Amount Available in Debt Service Funds</b>	-	-	-	-	-	730,430		730,430
<b>Amount to be Provided by Debt Service Funds</b>	-	-	-	-	-	12,109,570		12,109,570
<b>Total Assets</b>	<u>\$ 738,313</u>	<u>\$ 441,200</u>	<u>\$ 289,230</u>	<u>\$ 43,218</u>	<u>\$ 5,235</u>	<u>\$ 12,840,000</u>		<u>\$ 14,357,197</u>



**River Landing Community Development District  
Balance Sheet  
for the Period Ending May 31, 2022**

	Governmental Funds						Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds			Capital Projects Funds				
	General Fund	Series 2020A	Series 2020B	Series 2020A	Series 2020B			
<b>Liabilities</b>								
<b>Accounts Payable &amp; Payroll Liabilities</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Developer</b>	-	-	-	-	-	-	-	-
<b>Due to Other Funds</b>	-	-	-	-	-	-	-	-
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	1	-	-	-	-	-	-	1
<b>Bonds Payable</b>								
Current Portion						0		-
Long Term						\$12,840,000		12,840,000
<b>Total Liabilities</b>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,840,000</u>		<u>\$ 12,840,001</u>
<b>Fund Equity and Other Credits</b>								
<b>Fund Balance</b>								
<b>Restricted</b>								
Beginning: October 1, 2021 (Audited)		429,744	214,978	775,634	5,222	-		1,425,577
Results from Current Operations		11,456	74,253	(732,415)	13	-		(646,694)
<b>Unassigned</b>								
Beginning: October 1, 2021 (Audited)	-							-
Results from Current Operations	738,312							738,312
<b>Total Fund Equity and Other Credits</b>	<u>\$ 738,312</u>	<u>\$ 441,200</u>	<u>\$ 289,230</u>	<u>\$ 43,218</u>	<u>\$ 5,235</u>	<u>\$ -</u>		<u>\$ 1,517,196</u>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<u>\$ 738,313</u>	<u>\$ 441,200</u>	<u>\$ 289,230</u>	<u>\$ 43,218</u>	<u>\$ 5,235</u>	<u>\$ 12,840,000</u>		<u>\$ 14,357,197</u>

**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Interest</b>											
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>											
Special Assessments - On-Roll	-	1,972	131,593	-	(46,755)	-	0	-	86,810	163,735	53%
Special Assessments - Off-Roll	-	-	-	79,596	-	-	-	-	79,596	-	N/A
Developer Contribution	-	5,958	685,060	-	-	-	-	-	691,018	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ -</b>	<b>\$ 7,930</b>	<b>\$ 816,653</b>	<b>\$ 79,596</b>	<b>\$ (46,755)</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ 857,424</b>	<b>\$ 163,735</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>											
<b>Executive</b>											
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	26,667	40,000	67%
<b>Financial and Administrative</b>											
Audit Services	-	-	-	-	-	-	-	-	-	5,000	0%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	10,667	16,000	67%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	10,667	16,000	67%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	500	0%
<b>Other Contractual Services</b>											
Legal Advertising	-	-	-	-	-	-	-	4,559	4,559	2,000	228%
Trustee Services	-	-	-	-	6,988	-	-	-	6,988	4,300	163%
Dissemination Agent Services	-	-	600	-	-	-	5,000	-	5,600	5,000	112%
Bond Amortization Schedules	-	-	-	-	-	-	500	-	500	-	N/A
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	22	25	27	-	-	-	-	-	74	360	20%
<b>Communications &amp; Freight Services</b>											
Postage, Freight & Messenger	-	-	11	-	23	8	81	8	131	500	26%
<b>Computer Services - Website Development</b>											
Insurance	-	-	9,972	-	-	-	-	-	9,972	5,500	181%
Printing & Binding	-	-	194	-	-	-	912	-	1,105	400	276%

**River Landing Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Subscription &amp; Memberships</b>	175	-	-	-	-	-	-	-	175	175	100%
<b>Legal Services</b>											
Legal - General Counsel	-	-	4,806	-	4,113	-	2,645	924	12,488	15,000	83%
Legal - 2020 Bonds	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other General Government Services</b>											
Engineering Services	-	-	4,440	-	2,125	-	-	10,205	16,770.00	1,000	1677%
Stormwater Needs Analysis	-	-	-	-	-	-	-	12,750	12,750.00	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Physical Environment</b>											
Repairs and Maintenance											
Naturalized Area Maintenance	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Road &amp; Street Facilities</b>											
Capital Improvements	-	-	-	-	-	-	-	-	-	-	N/A
Street Lights Purchase	-	-	-	-	-	-	-	-	-	-	N/A
Street Lights Installation	-	-	-	-	-	-	-	-	-	-	N/A
<b>Reserves</b>											
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Fees and Charges</b>											
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>6,197</b>	<b>6,025</b>	<b>26,050</b>	<b>6,000</b>	<b>19,248</b>	<b>6,008</b>	<b>15,138</b>	<b>34,446</b>	<b>119,112</b>	<b>163,735</b>	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ 6,197</b>	<b>\$ 6,025</b>	<b>\$ 26,050</b>	<b>\$ 6,000</b>	<b>\$ 19,248</b>	<b>\$ 6,008</b>	<b>\$ 15,138</b>	<b>\$ 34,446</b>	<b>\$ 119,112</b>	<b>\$ 163,735</b>	N/A
Net Increase/ (Decrease) in Fund Balance	(6,197)	1,905	790,603	73,596	(66,003)	(6,008)	(15,138)	(34,446)	738,312	-	
Fund Balance - Beginning	-	(6,197)	(4,292)	786,311	859,908	793,905	787,896	772,758	-	-	
<b>Fund Balance - Ending</b>	<b>\$ (6,197)</b>	<b>\$ (4,292)</b>	<b>\$ 786,311</b>	<b>\$ 859,908</b>	<b>\$ 793,905</b>	<b>\$ 787,896</b>	<b>\$ 772,758</b>	<b>\$ 738,312</b>	<b>738,312</b>	<b>\$ -</b>	

**River Landing Community Development District**  
**Debt Service Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	160,747	0%
<b>Interest Income</b>											
Interest Account	-	-	-	-	-	-	-	0	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	0	-	N/A
Reserve Account	1	1	1	1	1	1	1	1	8	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	0	2	2	2	2	7	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>											
Special Assessments - On Roll	-	6,144	409,942	\$ 247,961	\$ (145,792)	-	1	-	518,255	509,984	102%
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	N/A
<b>Debt Proceeds</b>											
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2</b>	<b>\$ 6,146</b>	<b>\$ 409,943</b>	<b>\$ 247,962</b>	<b>\$ (145,789)</b>	<b>\$ 3</b>	<b>\$ 4</b>	<b>\$ 3</b>	<b>\$ 518,272</b>	<b>\$ 670,731</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>											
<b>Debt Service</b>											
<b>Principal Debt Service - Mandatory</b>											
Series 2020A	-	-	-	-	-	-	-	155,000	155,000	155,000	100%
<b>Principal Debt Service - Early Redemptions</b>											
Series 2020A	-	-	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>											
Series 2020A	-	175,894	-	-	-	-	-	175,894	351,788	351,788	100%
<b>Unamortized Premium/Discount on Bonds Payable</b>											
Underwriter's Discount	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>											
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 175,916</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 330,895</b>	<b>506,816</b>	<b>\$ 506,788</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	2	(169,771)	409,942	247,961	(145,790)	2	2	(330,892)	11,456	3,196	
Fund Balance - Beginning	429,744	429,746	259,975	669,917	917,878	772,088	772,089	772,092	429,744	-	
<b>Fund Balance - Ending</b>	<b>\$ 429,746</b>	<b>\$ 259,975</b>	<b>\$ 669,917</b>	<b>\$ 917,878</b>	<b>\$ 772,088</b>	<b>\$ 772,089</b>	<b>772,092</b>	<b>441,200</b>	<b>441,200</b>	<b>\$ 3,196</b>	

**River Landing Community Development District**  
**Debt Service Fund - Series 2020B**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	90,497	0%
<b>Interest Income</b>											
Interest Account	-	-	-	-	-	-	-	0	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	0	0	-	0	0	0	0	0	3	-	N/A
Prepayment Account	0	0	0	0	0		0	1	2	-	N/A
Revenue Account	-	-	0			\$ 0	-	1	1	-	N/A
Capitalized Interest Account	0	0	-	-	-	-	-	-	1	-	N/A
<b>Special Assessments - Prepayments</b>											
Special Assessments - On Roll	-	-	-		\$ 192,547		0	-	192,547	-	N/A
Special Assessments - Off Roll	-	-	-	\$ 1,115			-	-	1,115	99,025	1%
Special Assessments - Prepayments	-	52,447	55,197		82,689	43,192		93,686	327,212	-	N/A
<b>Debt Proceeds</b>											
	-	-	-		-				-	-	N/A
<b>Intragovernmental Transfer In</b>											
	-	-	-		-				-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 1</b>	<b>\$ 52,448</b>	<b>\$ 55,197</b>	<b>\$ 1,116</b>	<b>\$ 275,237</b>	<b>\$ 43,193</b>	<b>\$ 1</b>	<b>\$ 93,688</b>	<b>\$ 520,882</b>	<b>\$ 189,522</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>											
<b>Debt Service</b>											
<b>Principal Debt Service - Mandatory</b>											
Series 2020B	-	-	-	-	-	-	-	-	-	-	N/A
<b>Principal Debt Service - Early Redemptions</b>											
Series 2020B	-	15,000	-	-	105,000	-	-	130,000	250,000	-	N/A
<b>Interest Expense</b>											
Series 2020B	-	99,025	-	-	1,116	-	-	96,475	196,616	189,522	104%
<b>Unamortized Premium/Discount on Bonds Payable</b>											
	-	-	-	-	-	-	-	-	-	-	N/A
<b>Underwriters Discount</b>											
	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>											
	-	11	0	0	0	0	0	0	13	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 114,036</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 106,116</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 226,475</b>	<b>\$ 446,629</b>	<b>\$ 189,522</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	1	(61,587)	55,197	1,116	169,121	43,192	1	(132,788)	74,253	-	
Fund Balance - Beginning	214,978	214,979	153,391	208,588	209,704	378,825	422,017	422,018	214,978	-	
<b>Fund Balance - Ending</b>	<b>\$ 214,979</b>	<b>\$ 153,391</b>	<b>\$ 208,588</b>	<b>\$ 209,704</b>	<b>\$ 378,825</b>	<b>\$ 422,017</b>	<b>\$ 422,018</b>	<b>\$ 289,230</b>	<b>\$ 289,230</b>	<b>\$ -</b>	

**River Landing Community Development District**  
**Capital Projects Fund - Series 2020A**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>											
Carryforward	-	-	-	-	-	-	-	-	-	\$ -	N/A
Interest Income											
Construction Account	3	3	3	3	3	0	0	0	17	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	-	\$ -	N/A
Debt Proceeds	-	-	-	-	-	-	-	-	-	\$ -	N/A
Developer Contributions	-	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	23	1	1	1	1	1	1	29	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 3</b>	<b>\$ 26</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 4</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 46</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>											
Executive											
Professional Management	-	-	-	-	-	-	-	-	-	\$ -	N/A
Other Contractual Services											
Trustee Services	-	-	-	-	-	-	-	-	-	\$ -	N/A
Printing & Binding	-	-	-	-	-	-	-	-	-	\$ -	N/A
Capital Outlay											
Water-Sewer Combination	-	-	-	-	732,461	-	-	-	732,461	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	-	-	\$ -	N/A
Cost of Issuance											
Legal - Series 2020A Bonds	-	-	-	-	-	-	-	-	-	\$ -	N/A
Underwriter's Discount	-	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 732,461</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 3	\$ 26	\$ 4	\$ 4	\$ (732,457)	\$ 1	\$ 1	\$ 1	\$ (732,415)	-	
Fund Balance - Beginning	\$ 775,634	\$ 775,637	\$ 775,663	\$ 775,667	\$ 775,672	\$ 43,215	\$ 43,216	\$ 43,217	\$ 775,634	\$ -	
<b>Fund Balance - Ending</b>	<b>\$ 775,637</b>	<b>\$ 775,663</b>	<b>\$ 775,667</b>	<b>\$ 775,672</b>	<b>\$ 43,215</b>	<b>\$ 43,216</b>	<b>\$ 43,217</b>	<b>\$ 43,218</b>	<b>\$ 43,218</b>	<b>\$ -</b>	

**River Landing Community Development District**  
**Capital Projects Fund - Series 2020B**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through May 31, 2022**

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>											
Carryforward	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Interest Income</b>											
Construction Account	0	0	0	0	0	0	0	0	0	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Debt Proceeds</b>											
Developer Contributions	-	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	11	0	0	0	0	0	0	13	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 0</b>	<b>\$ 11</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 13</b>	<b>\$ -</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>											
<b>Executive</b>											
Professional Management	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Other Contractual Services</b>											
Trustee Services	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Printing &amp; Binding</b>											
Capital Outlay	-	-	-	-	-	-	-	-	-	\$ -	N/A
Water-Sewer Combination	-	-	-	-	-	-	-	-	-	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Cost of Issuance</b>											
Legal - Series 2020B Bonds	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Underwriter's Discount</b>											
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	\$ -	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
Net Increase/ (Decrease) in Fund Balance	\$ 0	\$ 11	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 13	-	
Fund Balance - Beginning	\$ 5,222	\$ 5,222	\$ 5,232	\$ 5,233	\$ 5,233	\$ 5,234	\$ 5,234	\$ 5,235	\$ 5,222	\$ -	
<b>Fund Balance - Ending</b>	<b>\$ 5,222</b>	<b>\$ 5,232</b>	<b>\$ 5,233</b>	<b>\$ 5,233</b>	<b>\$ 5,234</b>	<b>\$ 5,234</b>	<b>\$ 5,235</b>	<b>\$ 5,235</b>	<b>\$ 5,235</b>	<b>\$ -</b>	