

ARMSTRONG

Community Development District

OCTOBER 4, 2017

Armstrong

Community Development District

475 West Town Place, Suite 114
Phone: 904-940-5850 - Fax: 904-940-5899

September 27, 2017

Board of Supervisors
Armstrong Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Armstrong Community Development District will be held Wednesday, October 4, 2017 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida, 32065. Following is the advance agenda for this meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the September 6, 2017 Meeting and the September 21, 2017 Continued Meeting
- IV. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Tynes Boulevard Project Administrator
 1. Discussion of Final Schedule of Values Tynes Boulevard Phases 1B & 2 from Vallencourt
 2. Consideration of Proposal from England-Thims & Miller for Limited Development Inspection (CEI) Services for Tynes Boulevard Phases 1B & 2
- V. Supervisor's Requests and Audience Comments
- VI. Financial Statements as of August 31, 2017
- VII. Consideration of Funding Request No. 14 (*General Fund*)
- VIII. Consideration of Funding Request No. 9 (*Construction Fund*)
- IX. Next Scheduled Meeting – 11/01/17 @ 3:30 p.m. at the Eagle Landing Sales Center
- X. Adjournment

Enclosed for your review and approval are a copy of the minutes from the September 6, 2017 meeting and the September 21, 2017 continued meeting.

Enclosed under the Tynes Boulevard Project Administrator report are the items as outlined above.

Enclosed are the financials, Funding Request No. 14 and Funding Request No 9.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James Perry
Manager

cc: Katie Buchanan
Katie Ibarra
Gabriel McKee

AGENDA

*Armstrong
Community Development District
Agenda*

Wednesday
October 4, 2017
3:30 p.m.

Eagle Landing Sales Center
3973 Eagle Landing Parkway
Orange Park, Florida 32065
Call In # 1-719-457-0816 Code 792049

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MINUTES

Minutes of Meeting
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Wednesday, September 6, 2017 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Roger Arrowsmith	Chairman
Marilyn Ayers	Vice Chairperson
Mike Taylor	Supervisor
Grady Miers	Supervisor (by telephone)

Also present were:

James Perry	District Manger
Katie Buchanan	District Counsel
Keith Hadden	District Engineer
Dean Vincent	Armstrong Ventures

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 3:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the August 2,
2017 Meeting and the August 17, 2017
Continued Meeting**

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the minutes of the August 2 and August 17, 2017 meetings were approved as presented.
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FOURTH ORDER OF BUSINESS

**Ratification of Reservation and Sales
Agreement**

Mr. Perry stated item four is ratification of reservation and sales agreement and it is included in your agenda package. This is in regards to the agreement with Longleaf Mitigation Development Company for mitigation credits.

Mr. Vincent stated this is for the permit impacts for Tynes Boulevard Phase 2.

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the reservation and sales agreement between Armstrong CDD and Longleaf Mitigation Development Company, LLC was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2017-14 Expressing Intent to Operate and Maintain Surface Water Management System

Mr. Perry stated item five is consideration of Resolution 2017-14 expressing the district's intent to operate and maintain the surface water management system.

Ms. Buchanan stated this is a required and a requested document by the water management district it indicates the board will operate and maintain the stormwater management system. I do think that we need to attach the correct permit as Exhibit A. I request that we authorize this resolution with the addition of the permit provided by the project administrator.

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor Resolution 2017-14 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Agreement for Greyhawk Phase 1 Sitework

Ms. Buchanan stated the form of the agreement was previously approved when it was included in the proposal package. What I do anticipate is that between this meeting and the next maybe we will finalize that agreement with the contractor and we will bring back the final form of the agreement for ratification. We will be moving forward between meetings with this.

Consideration of Funding Agreement

Mr. Perry stated there is an additional item, which is consideration of funding agreement in regards to Greyhawk and copies of that have been provided to you. This is in regards to infrastructure funding agreement. There are two of them but this is the first one.

Ms. Buchanan stated the first one is the funding agreement. We anticipate closing on the bonds for the Greyhawk Phase 1 Area at the end of the month. This funding agreement would allow the developer to move forward with providing us funding so that we can get the contract off the ground. Generally as a rule we don't like to enter into contracts without having a committed funding source and since we don't have bond proceeds yet this is a stopgap measure to allow us to move forward with that contract. I don't know if it will be utilized or not it could be that we don't get the contract off the ground until about the time that the bonds are issued but just to give us the flexibility to move forward between meetings I request that we approve this. I will note that it is going to be in substantial form just to let Greyhawk's counsel review it and sign off on the final form.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor a funding agreement with ----- to provide interim funding for the Greyhawk Phase 1 construction was approved in substantial form.

Cost Share Agreement between Armstrong CDD and Greyhawk Venture for Infrastructure Improvements

Ms. Buchanan stated when Greyhawk did the work they did include a scope that was for the entire project including the lot work that won't be funded out of bond proceeds. Rather than have two contractors onsite and rather than have two scopes of work it was more efficient to do the work together. This agreement provides a mechanism by which Greyhawk will fund the district for its share of the work. Attached as Exhibit A is a breakout prepared by the contractor that identifies the amount of funding, which will be paid by Greyhawk. The engineer has looked at that number and feels comfortable that is an accurate reflection of the lot costs.

Mr. Taylor stated the Phase 1 200 lots the cost associated with single-family lot development is approximately \$204,000.

Mr. Miers stated okay.

Ms. Buchanan stated this again we are approving in substantial form to allow their counsel to review it but I wanted to make sure that we understand that the district will not be paying for private work; this will govern that process.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor the cost share agreement between the district and Greyhawk Venture for infrastructure improvements was approved in substantial form.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement for Construction of Tynes Boulevard Extension Phase 1A

This item taken later in the meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement with England Thims & Miller for Professional Engineering Continuing Services for Construction Engineering Inspection Services

Mr. Perry stated item eight is consideration of an agreement with England Thims & Miller for professional engineering continuing services for construction engineering inspection services. This has been worked on by counsel and reflects a number of changes that were incorporated into the document.

Ms. Buchanan stated we have approved this before in substantial form and it was included in the procurement that was authorized. This version has actually been reviewed by ETM and the project administrator and is in final form and ready for signature.

On MOTION by Ms. Ayers seconded by Mr. Arrowsmith with all in favor the agreement with England Thims & Miller for continuing CEI services for Tynes Boulevard was approved.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2017-15 Designating Primary Administrative Office

Mr. Perry stated Resolution 2017-15 designates the primary administrative office of the district, which is the GMS offices in St. Augustine, Florida but it also establishes for proper venue this address being the Eagle Landing Sales Center.

Ms. Buchanan stated it gives us some extra benefits under Sunshine Law it gives us an extra five days to respond to public records requests before they can file a lawsuit.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor Resolution 2017-15 was approved.

TENTH ORDER OF BUSINESS

**Consideration of Audit Engagement Letter
with Grau & Associates for Fiscal Year 2017
and Fiscal Year 2018**

Mr. Perry stated item ten is consideration of the audit engagement letter with Grau & Associates for this fiscal year and future fiscal years. This is a standard form engagement letter. We went through the process of selecting the firm, the fees are consistent with what they provided before and we ask for a motion to approve.

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the engagement letter with Grau & Associates to perform the fiscal year 2017 and 2018 audits was approved.
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ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan stated I want to confirm, do we need to do anything with regard to CEI for Greyhawk Phase 1.

Mr. Taylor stated we have a proposal from England Thims & Miller and I need to execute that.

Ms. Buchanan asked are you going to fund it privately? If it comes to the district and is over \$35,000 I think we need to do an RFQ if it is funding by the developer you can do it however you like.

Mr. Taylor stated it is funding by the developer.

Ms. Buchanan stated the other thing to bring everyone up to speed would be the bond process. At this point we are looking at continuing today's meeting to two weeks from now to then have a continued meeting where we consider the supplemental assessment methodology with final bond numbers and supplemental assessment resolution, which sets the final assessment amounts. As you recall we set a very high master rate and we are bringing it down. Today I would like us to pick a date for that and we can talk about the process but ultimately we will do the pre-closing on the 21st and probably a closing on the 28th or 29th with funding immediately thereafter. That is our goal and our plan. The one request that might make things easier is that initially Resolution 2017-10 delegated the authority to the chairman and vice chairman to execute documents in connection with the bonds. Given that it is a Greenpointe project it might

be more efficient to amend that resolution to also include assistant secretary so that Mike can execute these documents on behalf of the district for this limited bond issuance.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor Resolution 2017-10 was amended to include assistant secretaries as additional signatories for documents related to the bond issuance.

B. District Engineer

Mr. Hadden asked did we skip over item seven?

Mr. Perry stated yes, let's revisit that item.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement for Construction of Tynes Boulevard Extension Phase 1A

Mr. Perry stated this is consideration of agreement for construction of Tynes Boulevard Extension Phase 1A.

Mr. Vincent stated after the rankings the initial bid from Vallencourt was \$3,488,896.87 after we sat down and went through modifications to the plans and quantities and value engineering the final number in that contract went down \$38,000. We feel very good that everything is covered there will be almost no change orders on the project. Preconstruction meeting is tomorrow morning. The final completion of the project is July 31, 2018.

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the agreement for construction of Tynes Boulevard Extension Phase 1A was awarded to Vallencourt Construction in the amount of \$3,-----.

Engineer's Report – Continued

Mr. Hadden stated I got a phone call yesterday from Clay County Utility Authority. The developer agreement is done and you have two choices. They have it set now to whatever the money they quoted you that gets reimbursed at some point they are changing their developer agreements to where that money is not owed until the house is occupied so that the developer doesn't pay it, the builder pays it at C.O. but it goes up \$1,000 per lot. They called to ask me if

they should proceed with it the way they have it right now or defer it but it would go up \$200,000. I said we had a meeting today and I would ask you.

Mr. Taylor stated I'm going to need to table that and evaluate it.

Ms. Buchanan asked when do they need it?

Mr. Taylor asked when was this policy adopted?

Mr. Hadden responded very recently and apparently you are in a gray area where you can go either way because we had already made application. It may not be the policy today and maybe they are saying if he wants to hang for a while it is going to be our policy but it is going to cost more money. Most developers would say I will kick that can down the road and let the home occupier pay for it but you are in a situation because it is coming out of bond proceeds.

Ms. Buchanan stated the one thing that I don't know how this works is if you paid it in advance is it the same as getting it back because it is not like we would be acquiring anything to be refunded back. It would be clear you could cut a check and fund it on the 29th but if you wanted to go another way that may not work out.

Mr. Taylor stated whichever way it goes it will be after we get proceeds. We are not through the contract phase yet, we probably won't start until October. I won't have my plans until the end of September. I want to get the agreement reviewed internally, discuss it with my folks and then get it executed and ready for end of September.

Ms. Buchanan asked can you find out if there is a deadline? That will matter because you don't want to lose your opportunity.

Mr. Hadden responded yes.

C. District Manager – Discussion of Meeting Schedule for Fiscal Year 2018

Mr. Perry stated we have proposed meeting dates for next fiscal year, pretty consistent with what we have done recently. We don't have to have a meeting if there is no business to come before the board and we can call special meetings at any time but we do ask for approval of the annual schedule that we will advertise then evaluate on a monthly basis whether we need to meet or not.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor the fiscal year 2018 meeting notice reflecting meetings on the first Wednesday of the month was approved.

D. Tynes Boulevard Project Administrator

Mr. Vincent stated I'm handing off to district counsel the performance and payment bonds from Vallencourt. I also provided to district counsel the second draft of the developer agreement with CCUA. We still have some changes to be made so we will probably bring that to the October meeting.

Fran Moss, assistant county attorney, expressed to me at the time we provided the letter of credit from Armstrong Venture to the county that since the county was holding the letter of credit but the CDD was administering the contract what form of guarantee would there be between Armstrong Venture and the district. It is a legitimate question but something that is going to take some exploring to do. In theory the exposure is not until 1B2 are well under contract.

Ms. Buchanan stated I don't think it is going to be terribly complicated we just need to make sure we get the points correct.

Mr. Vincent stated I want to let everybody know that will be in the works. The district engineer and I met with ETM today because of the board had given us permission to meet with them to start negotiations on 1B2 proposal. We reviewed the draft and have some changes that will result in some dollar savings. They will be providing that within the next two weeks similarly we met with Vallencourt after the 72 hours passed and there was no challenge to the rankings. We are meeting with them again tomorrow to try to get clarification on the schedule of values and final pricing for 1B2. I'm not certain we will bring that back to the October meeting but certainly by the November meeting. We need to find out where the county is on their advance on funding before we go to contract.

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

Mr. Taylor stated Phase 1 did not receive any objection. Where are you with the contract?

Ms. Buchanan stated I have it on my computer, there are a few open items I was hoping the district engineer, you and I could go over after the meeting.

THIRTEENTH ORDER OF BUSINESS**Financial Statements as of July 31, 2017**

A copy of the financial statements was included in the agenda package.

**FOURTEENTH ORDER OF BUSINESS Consideration of Funding Request No. 13
(General Fund)**

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor funding request no. 13 from the general fund was approved.

**FIFTEENTH ORDER OF BUSINESS Consideration of Funding Request No. 8
(Construction Fund)**

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor funding request no. 8 from the construction fund for Tynes Boulevard in the amount of \$56,671.84 was approved.

SIXTEENTH ORDER OF BUSINESS Next Scheduled Meeting – To be Determined

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor the meeting was continued to Thursday, September 21, 2017 at 9:30 a.m. in the same location.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Minutes of Meeting
Armstrong Community Development District

The continued September 6, 2017 meeting of the Board of Supervisors of the Armstrong Community Development District was reconvened Thursday, September 21, 2017 at 9:30 a.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Roger Arrowsmith	Chairman
Marilyn Ayers	Vice Chairperson
Mike Taylor	Supervisor
Grady Miers	Supervisor

Also present were:

James Perry	District Manger
Katie Buchanan	District Counsel
Peter Dame	Akerman Senterfitt
Stacy Johnson	US Bank

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Consideration of Matters Relating to
Financing**

A. Consideration of Supplemental Engineer's Report

Mr. Perry stated the supplemental engineer's report was included in your package and is dated August 17, 2017.

Ms. Buchanan stated it is in substantially the same form that the board previously reviewed. The permit status section has been modified slightly to verify the status of the current permits. I just need a motion to accept the supplemental engineer's report.

On MOTION by Mr. Miers seconded by Mr. Taylor with all in favor the supplemental engineer's report dated August 17, 2017 was accepted.

B. Consideration of the Supplemental Special Assessment Methodology Report

Mr. Perry stated this is very similar to what you have seen before; the only change was an update to the legal description over the last few days there were some corrections to that.

On MOTION by Mr. Miers seconded by Mr. Taylor with all in favor the supplemental special assessment methodology report was accepted.

C. Consideration of Resolution 2017-11 Setting Forth the Terms of the Series 2017A Bonds and Levying and Allocating Special Assessments Securing the Series 2017A Bonds

Ms. Buchanan stated the first Resolution goes to the A Bonds and the second resolution goes to the B Bonds. Essentially it identifies what we have done to date, which is entered into a bond purchase agreement and then it makes certain findings and approves the supplemental engineer's report and supplemental methodology report. It makes a further finding that the project will benefit all the developable acreage within Assessment Area 1 and finally it sets forth the terms of the 2017A Bonds. Exhibit D has the total bond component of the 2017A Bonds that is \$4,035,000. Exhibit E identifies the sources and uses and you will see the original amount, minus the discount, there is a portion of it being used for capitalized interest and a portion set aside for cost of issuance. The balance that will be transferred to the construction fund is approximately \$3.3 million. The A Bonds are 30 years and the amortization table is in the back.

Section 4 is the actual levy that adopts the assessments in relationship to the bonds. It also certifies the assessments and directs staff to take all actions necessary to meet timeframes imposed by the county once we go on the roll. Up until that time we intend to direct bill and collect the assessments.

Section 5 adopts the true-up payments. Section 6 directs district staff to create a lien book and Section 7 directs staff to record the notice of special assessments.

On MOTION by Mr. Miers seconded by Ms. Ayers with all in favor Resolution 2017-11 was approved.

D. Consideration of Resolution 2017-12 Setting Forth the Terms of the Series 2017B Bonds and Levying and Allocating Assessments Securing the Series 2017B Bonds

Ms. Buchanan stated Resolution 2017-12 is identical to the prior resolution with the exception that it incorporates the terms of the 2017B Bonds. We have similar findings adopting both reports. The B Bonds are \$2,890,000, the capitalized interest is set aside and cost of issuance amounts, the construction fund from the B Bonds is approximately \$2.38 million. You will note in Exhibit F that the term of these bonds runs through 2020, it is a shorter term. Section 4 levies the assessment, Section 5 adopts the true-up payment that is incorporated in the master resolution, Sections 6 and 7 directs staff to create a lien book as well as record the assessment notice.

On MOTION by Mr. Miers seconded by Ms. Ayers with all in favor Resolution 2017-12 was approved.

E. Consideration of Notice of Series 2017 Special Assessments

Ms. Buchanan stated the next item is the form of the notice of the 2017 special assessments. We have done one notice for both.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor the form of the notice was approved.

F. Consideration of Resolution 2017-16

Mr. Perry stated we also have Resolution 2017-16 for Grady Miers' authority to sign the documents related to the bonds.

On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor Resolution 2017-16 was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

There being none, the next item followed.

C. District Manager

There being none, the next item followed.

D. Tynes Boulevard Project Administrator

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

**Supervisor's Requests and Audience
Comments**

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

**Next Scheduled Meeting – 10/04/17 at 3:30
p.m. at the Eagle Landing Sales Center**

Mr. Perry stated our next scheduled meeting is going to be October 4th at 3:30 p.m. at this location.

Mr. Arrowsmith stated I will not be here for that meeting.

On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the meeting adjourned at 9:41 a.m.
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Secretary/Assistant Secretary

Chairperson/Vice Chairperson

FOURTH ORDER OF BUSINESS

D.

1.

Tynes Phase 1B

Tag 2	Account Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price
Phase 1B	00100	General Conditions	1.00	Lump Sum	\$10,929.00	\$10,929.00
						\$10,929.00
Phase 1B	00201	Payment & Performance Bonds	1.00	Lump Sum	\$9,949.00	\$9,949.00
						\$9,949.00
Phase 1B	00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,770.00	\$6,770.00
Phase 1B	00303	Maintain Silt Fence	5,000.00	Linear Feet	\$0.99	\$4,950.00
Phase 1B	00304	NPDES Reporting	8.00	Month	\$856.00	\$6,848.00
						\$18,568.00
Phase 1B	00400	Surveying	1.00	Lump Sum	\$12,037.00	\$12,037.00
						\$12,037.00
Phase 1B	00500	As Builts	1.00	Lump Sum	\$12,037.00	\$12,037.00
						\$12,037.00
Phase 1B	00601	Silt Fence Type III (Regular)	5,000.00	Linear Feet	\$0.88	\$4,400.00
Phase 1B	00608	Inlet Protection	8.00	Each	\$165.80	\$1,326.40
						\$5,726.40
Phase 1B	00901	Clear Right of Way, Easements, Ponds	9.00	Acre	\$4,070.16	\$36,631.44
						\$36,631.44
Phase 1B	01001	Dewater for Pond	61,945.00	Cubic Yard	\$0.44	\$27,255.80
Phase 1B	01002	Pond Excavation	61,945.00	Cubic Yard	\$2.14	\$132,562.30
						\$159,818.10
Phase 1B	01104	Strip Topsoil	3,359.00	Cubic Yard	\$2.60	\$8,733.40
Phase 1B	01105	Bury in Pond	3,359.00	Cubic Yard	\$1.65	\$5,542.35
Phase 1B	01108	Site Cut	200.00	Cubic Yard	\$2.71	\$542.00
Phase 1B	01109	Place & Compact Fill	19,372.00	Cubic Yard	\$1.29	\$24,989.88
Phase 1B	01110	Sale of Excess Fill	42,989.00	Cubic Yard	-\$1.50	-\$64,483.50
Phase 1B	01110	Earthwork Density Testing	1.00	Lump Sum	\$7,185.00	\$7,185.00
Phase 1B	01112	Stockpile Fill	42,773.00	Cubic Yard	\$0.64	\$27,374.72
Phase 1B	01113	Remove Unsuitables in Pipe Trench	974.00	Cubic Yard	\$12.51	\$12,184.74
Phase 1B	01114	Replace Unsuitables in Pipe Trench	974.00	Cubic Yard	\$6.77	\$6,593.98
Phase 1B	01118	Final Dressout	11,154.00	Square Yard	\$0.54	\$6,023.16
Phase 1B	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,335.35	\$3,335.35
						\$38,021.08
Phase 1B	01202	Site Seed and Mulch	4,700.00	Square Yard	\$0.44	\$2,068.00
Phase 1B	01203	Pond Sod	6,223.00	Square Yard	\$2.49	\$15,495.27
Phase 1B	01205	Right of Way Sod	600.00	Square Yard	\$2.49	\$1,494.00
						\$19,057.27
Phase 1B	01302	Subgrade for Sidewalk	1,673.00	Square Yard	\$2.67	\$4,466.91
Phase 1B	01304	Subsoil Stabilization	5,687.00	Square Yard	\$5.04	\$28,662.48
						\$33,129.39
Phase 1B	01403	8" Limerock	4,951.00	Square Yard	\$13.07	\$64,709.57
						\$64,709.57
Phase 1B	01506	2" Asphalt Pavement	4,951.00	Square Yard	\$11.15	\$55,203.65
Phase 1B	01517	Prime Limerock	4,951.00	Square Yard	\$0.55	\$2,723.05
Phase 1B	01518	Tack Coat	4,951.00	Square Yard	\$0.55	\$2,723.05
						\$60,649.75
Phase 1B	01700	Striping & Signs	1.00	Lump Sum	\$12,233.23	\$12,233.23
						\$12,233.23
Phase 1B	01805	18" City Std. Curb & Gutter	2,650.00	Linear Feet	\$10.84	\$28,726.00
						\$28,726.00
Phase 1B	02000	Sidewalks	15,058.00	Square Feet	\$3.31	\$49,841.98
Phase 1B	02005	A.D.A. Handicap Ramps	6.00	Each	\$165.81	\$994.86
Phase 1B	02006	A.D.A. Mats	72.00	Square Feet	\$28.74	\$2,069.28
						\$52,906.12
Phase 1B	03003	Dewater Storm Drain	200.00	Linear Feet	\$14.44	\$2,888.00
Phase 1B	03025	Curb Inlet 0-4' Deep	6.00	Each	\$2,084.17	\$12,505.02
Phase 1B	03026	Curb Inlet 4-6' Deep	2.00	Each	\$2,560.10	\$5,120.20
Phase 1B	03061	Storm Manhole 4-6' Deep	2.00	Each	\$2,730.42	\$5,460.84
Phase 1B	03062	Storm Manhole 6-8' Deep	1.00	Each	\$4,566.95	\$4,566.95
Phase 1B	03075	Storm Top Adjustments	11.00	Each	\$412.15	\$4,533.65
Phase 1B	03076	Storm Inverts	11.00	Each	\$477.79	\$5,255.69
Phase 1B	03077	Underdrain Stubs from Inlets	400.00	Linear Feet	\$22.25	\$8,900.00
Phase 1B	03085	18" Mitered End Section	3.00	Each	\$717.65	\$2,152.95
Phase 1B	03191	18" RCP 0-6' Deep	915.00	Linear Feet	\$44.99	\$41,165.85
Phase 1B	03279	Punch Out Storm Drain	915.00	Linear Feet	\$1.77	\$1,619.55
Phase 1B	03280	TV / Laser Profile Storm Drain	915.00	Linear Feet	\$7.51	\$6,871.65
						\$101,040.35
Phase 1B	04003	Dewater Gravity Sewer	837.00	Linear Feet	\$16.14	\$13,509.18
Phase 1B	04018	Type A Manhole 12-14' deep	1.00	Each	\$5,513.21	\$5,513.21
Phase 1B	04019	Type A Manhole 14-16' deep	3.00	Each	\$6,695.96	\$20,087.88
Phase 1B	04068	Manhole Top Out	4.00	Each	\$262.25	\$1,049.00

Phase 1B	04069	Pour Inverts	4.00	Each	\$240.10	\$960.40
Phase 1B	04115	8" SDR 26 Sewer Main 12-14' Deep	80.00	Linear Feet	\$41.36	\$3,308.80
Phase 1B	04116	8" SDR 26 Sewer Main 14-16' Deep	757.00	Linear Feet	\$50.49	\$38,220.93
Phase 1B	04137	PVC Fittings	2.00	Each	\$293.13	\$586.26
Phase 1B	04143	6" & 8" Standard Boots for Manholes	9.00	Each	\$61.50	\$553.50
Phase 1B	04144	Punch Out Sewer	837.00	LF	\$1.77	\$1,481.49
Phase 1B	04146	TV Test Sewer Main	837.00	Linear Feet	\$4.42	\$3,699.54
						\$88,970.19
Phase 1B	07011	16" DR18 PVC Water Main	1,340.00	Linear Feet	\$41.40	\$55,476.00
Phase 1B	07011	16" Joint Restraints	3.00	Each	\$409.69	\$1,229.07
Phase 1B	07011	16" Gate Valve	3.00	Each	\$5,355.40	\$16,066.20
Phase 1B	07011	16 x 8" Tee	3.00	Each	\$1,215.59	\$3,646.77
Phase 1B	07011	16 x 6" Tee	3.00	Each	\$1,156.10	\$3,468.30
Phase 1B	07011	16" 22.5 Bend	5.00	Each	\$936.60	\$4,683.00
Phase 1B	07014	8" DR18 PVC Water Main	40.00	Linear Feet	\$15.70	\$628.00
Phase 1B	07014	8" Joint Restraints	3.00	Each	\$142.51	\$427.53
Phase 1B	07014	8" Gate Valve	3.00	Each	\$1,334.11	\$4,002.33
Phase 1B	07014	8" Cap	3.00	Each	\$188.99	\$566.97
Phase 1B	07015	6" DR18 PVC Water Main	20.00	Linear Feet	\$11.91	\$238.20
Phase 1B	07015	6" Joint Restraints	3.00	Each	\$122.40	\$367.20
Phase 1B	07015	6" Gate Valve	3.00	Each	\$893.73	\$2,681.19
Phase 1B	07104	Valve Box Installation	9.00	Each	\$169.11	\$1,521.99
Phase 1B	07105	Flushing Hydrant	6.00	Each	\$1,225.29	\$7,351.74
Phase 1B	07106	Fire Hydrant	3.00	Each	\$2,340.61	\$7,021.83
Phase 1B	07246	Punch Out for Water Main	1,400.00	Linear Feet	\$1.77	\$2,478.00
Phase 1B	07248	Flushing & BT's for Water Main	1,400.00	Linear Feet	\$0.89	\$1,246.00
Phase 1B	07249	Locate Wire Test for Water Main	1,400.00	Linear Feet	\$0.51	\$714.00
Phase 1B	07250	Pressure Test for Water Main	1,400.00	Linear Feet	\$1.97	\$2,758.00
						\$116,572.32
Phase 1B	09004	Flushing Hydrant	5.00	Lump Sum	\$1,225.29	\$6,126.45
Phase 1B	09011	16" DR18 PVC Reuse Main	1,340.00	Linear Feet	\$40.32	\$54,028.80
Phase 1B	09011	16" Joint Restraints	3.00	Each	\$409.69	\$1,229.07
Phase 1B	09011	16" Gate Valve	3.00	Each	\$5,355.40	\$16,066.20
Phase 1B	09011	16 x 8" Tee	3.00	Each	\$1,207.31	\$3,621.93
Phase 1B	09011	16" 45 Bend	1.00	Each	\$982.84	\$982.84
Phase 1B	09011	16" 22.5 Bend	5.00	Each	\$989.04	\$4,945.20
Phase 1B	09014	8" DR18 PVC Reuse Main	300.00	Linear Feet	\$15.70	\$4,710.00
Phase 1B	09014	8" Joint Restraints	3.00	Each	\$143.69	\$431.07
Phase 1B	09014	8" Gate Valve	3.00	Each	\$1,334.11	\$4,002.33
Phase 1B	09014	8" 45 Bend	20.00	Each	\$348.89	\$6,977.80
Phase 1B	09014	8" Cap	3.00	Each	\$153.50	\$460.50
Phase 1B	09103	Valve Box Installation	6.00	Each	\$169.11	\$1,014.66
Phase 1B	09239	Punch Out for Reuse Main	1,640.00	Linear Feet	\$1.77	\$2,902.80
Phase 1B	09240	Flushing for Reuse Main	1,640.00	Linear Feet	\$0.89	\$1,459.60
Phase 1B	09241	Locate Wire Test for Reuse Main	1,640.00	Linear Feet	\$0.55	\$902.00
Phase 1B	09242	Pressure Test for Reuse Main	1,640.00	Linear Feet	\$1.97	\$3,230.80
						\$113,092.05
Phase 1B	11000	Irrigation	1.00	Lump Sum	\$11,474.00	\$11,474.00
						\$11,474.00
Phase 1B	13000	Landscaping	1.00	Lump Sum	\$32,180.00	\$32,180.00
						\$32,180.00
Phase 1B Total						\$1,038,457.26

Tynes Phase 2

Phase 2	00100	General Conditions	1.00	Lump Sum	\$29,145.00	\$29,145.00
Phase 2	00104	Construction Entrance	1.00	Each	\$8,846.00	\$8,846.00
						\$37,991.00
Phase 2	00201	Payment & Performance Bonds	1.00	Lump Sum	\$19,897.00	\$19,897.00
						\$19,897.00
Phase 2	00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,770.00	\$6,770.00
Phase 2	00303	Maintain Silt Fence	7,520.00	Linear Feet	\$0.99	\$7,444.80
Phase 2	00304	NPDES Reporting	8.00	Month	\$856.00	\$6,848.00
						\$21,062.80
Phase 2	00400	Surveying	1.00	Lump Sum	\$30,091.00	\$30,091.00
						\$30,091.00
Phase 2	00500	As Builts	1.00	Lump Sum	\$15,046.00	\$15,046.00
						\$15,046.00
Phase 2	00601	Silt Fence Type III (Regular)	7,520.00	Linear Feet	\$0.88	\$6,617.60
Phase 2	00608	Inlet Protection	15.00	Each	\$165.80	\$2,487.00
						\$9,104.60
Phase 2	00901	Clear Right of Way, Easements, Ponds	11.00	Acre	\$4,070.16	\$44,771.76
						\$44,771.76
Phase 2	01001	Dewater Exst Pond	1.00	Lump Sum	\$3,250.00	\$3,250.00

Phase 2	01002	Regrade Pond 2 Slope	5,775.00	Square Yard	\$3.56	\$20,559.00
						\$23,809.00
Phase 2	01104	Strip Topsoil	3,250.00	Cubic Yard	\$2.60	\$8,450.00
Phase 2	01105	Bury in Pond	3,250.00	Cubic Yard	\$1.65	\$5,362.50
Phase 2	01108	Site Cut	100.00	Cubic Yard	\$2.71	\$271.00
Phase 2	01109	Place & Compact Fill	29,292.00	Cubic Yard	\$0.96	\$28,120.32
Phase 2	01110	Earthwork Density Testing	1.00	Lump Sum	\$8,401.00	\$8,401.00
Phase 2	01112	Load Fill From Surcharge Area	29,292.00	Cubic Yard	\$1.10	\$32,221.20
Phase 2	01118	Final Dressout	21,239.00	Square Yard	\$0.54	\$11,469.06
Phase 2	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,335.35	\$3,335.35
						\$97,630.43
Phase 2	01202	Site Seed and Mulch	11,200.00	Square Yard	\$0.44	\$4,928.00
Phase 2	01203	Pond 2 Sod	5,775.00	Square Yard	\$2.49	\$14,379.75
Phase 2	01205	Right of Way Sod	1,406.00	Square Yard	\$2.49	\$3,500.94
						\$22,808.69
Phase 2	01302	Subgrade for Sidewalk	4,045.00	Square Yard	\$2.67	\$10,800.15
Phase 2	01304	Subsoil Stabilization	13,882.00	Square Yard	\$5.04	\$69,965.28
						\$80,765.43
Phase 2	01400	Furnish and Install Geo Web	1,778.00	Square Yard	\$3.39	\$6,027.42
Phase 2	01403	8" Limerock	12,123.00	Square Yard	\$12.88	\$156,144.24
						\$162,171.66
Phase 2	01506	2" Asphalt Pavement	12,123.00	Square Yard	\$11.26	\$136,504.98
Phase 2	01517	Prime Limerock	12,123.00	Square Yard	\$0.55	\$6,667.65
Phase 2	01518	Tack Coat	12,123.00	Square Yard	\$0.55	\$6,667.65
						\$149,840.28
Phase 2	01700	Striping & Signs	1.00	Lump Sum	\$11,056.00	\$11,056.00
						\$11,056.00
Phase 2	01805	18" City Std. Curb & Gutter	6,331.00	Linear Feet	\$10.84	\$68,628.04
						\$68,628.04
Phase 2	02000	Sidewalks	36,407.00	Square Feet	\$3.31	\$120,507.17
Phase 2	02005	A.D.A. Handicap Ramps	14.00	Each	\$165.81	\$2,321.34
Phase 2	02006	A.D.A. Mats	168.00	Square Feet	\$28.74	\$4,828.32
						\$127,656.83
Phase 2	03003	Dewater Storm Drain	986.00	Linear Feet	\$14.44	\$14,237.84
Phase 2	03025	Curb Inlet 0-4' Deep	4.00	Each	\$2,084.17	\$8,336.68
Phase 2	03026	Curb Inlet 4-6' Deep	7.00	Each	\$2,560.10	\$17,920.70
Phase 2	03027	Curb Inlet 6-8' Deep	2.00	Each	\$3,834.83	\$7,669.66
Phase 2	03027	Curb Inlet 8-10' Deep	2.00	Each	\$5,110.83	\$10,221.66
Phase 2	03054	Control Structure 4-6' Deep	1.00	Each	\$7,212.99	\$7,212.99
Phase 2	03060	Storm Manhole 0-4' Deep	1.00	Each	\$1,787.31	\$1,787.31
Phase 2	03062	Storm Manhole 6-8' Deep	1.00	Each	\$4,566.95	\$4,566.95
Phase 2	03064	Storm Manhole 10-12' Deep	2.00	Each	\$6,928.80	\$13,857.60
Phase 2	03075	Storm Top Adjustments	17.00	Each	\$412.15	\$7,006.55
Phase 2	03076	Storm Inverts	18.00	Each	\$477.79	\$8,600.22
Phase 2	03077	Underdrain Stubs from Inlets	650.00	Linear Feet	\$22.25	\$14,462.50
Phase 2	03086	24" Mitered End Section	2.00	Each	\$1,404.10	\$2,808.20
Phase 2	03088	36" Mitered End Section	1.00	Each	\$1,823.24	\$1,823.24
Phase 2	03089	42" Mitered End Section	2.00	Each	\$3,040.89	\$6,081.78
Phase 2	03190	15" RCP 0-6' Deep	388.00	Linear Feet	\$34.25	\$13,289.00
Phase 2	03191	18" RCP 0-6' Deep	785.00	Linear Feet	\$44.99	\$35,317.15
Phase 2	03198	24" RCP 0-6' Deep	553.00	Linear Feet	\$53.74	\$29,718.22
Phase 2	03199	24" RCP 6-8' Deep	208.00	Linear Feet	\$59.47	\$12,369.76
Phase 2	03000	30" RCP 6-8' Deep	125.00	Linear Feet	\$81.30	\$10,162.50
Phase 2	03000	30" RCP 8-10' Deep	90.00	Linear Feet	\$93.47	\$8,412.30
Phase 2	03212	36" RCP 0-6' Deep	225.00	Linear Feet	\$79.05	\$17,786.25
Phase 2	03213	36" RCP 6-8' Deep	71.00	Linear Feet	\$103.13	\$7,322.23
Phase 2	03222	42" RCP 10-12' Deep	492.00	Linear Feet	\$109.26	\$53,755.92
Phase 2	03279	Punch Out Storm Drain	2,937.00	Linear Feet	\$1.77	\$5,198.49
Phase 2	03280	TV / Laser Profile Storm Drain	2,937.00	Linear Feet	\$7.51	\$22,056.87
						\$341,982.57
Phase 2	04003	Dewater Gravity Sewer	400.00	Linear Feet	\$16.14	\$6,456.00
Phase 2	04017	Type A Manhole 10-12' deep	1.00	Each	\$4,556.65	\$4,556.65
Phase 2	04068	Manhole Top Out	2.00	Each	\$262.25	\$524.50
Phase 2	04069	Pour Inverts	2.00	Each	\$240.10	\$480.20
Phase 2	04103	10" SDR 26 Sewer Main 8-10' Deep	128.00	Linear Feet	\$34.07	\$4,360.96
Phase 2	04104	10" SDR 26 Sewer Main 10-12' Deep	120.00	Linear Feet	\$36.07	\$4,328.40
Phase 2	04106	10" SDR 26 Sewer Main 14-16' Deep	152.00	Linear Feet	\$68.85	\$10,465.20
Phase 2	04137	PVC Fittings	3.00	Each	\$293.13	\$879.39
Phase 2	04143	6" & 8" Standard Boots for Manholes	3.00	Each	\$61.50	\$184.50
Phase 2	04144	Punch Out Sewer	400.00	LF	\$1.77	\$708.00
Phase 2	04146	TV Test Sewer Main	400.00	Linear Feet	\$4.42	\$1,768.00
						\$34,711.80
Phase 2	07011	16" DR18 PVC Water Main	3,020.00	Linear Feet	\$41.40	\$125,028.00
Phase 2	07011	16" Joint Restraints	68.00	Each	\$409.69	\$27,858.92

Phase 2	07011	16"x16" Cross	2.00	Each	\$2,336.98	\$4,673.96
Phase 2	07011	16" Sleeve	1.00	Each	\$1,031.91	\$1,031.91
Phase 2	07011	16" Gate Valve	6.00	Each	\$5,355.40	\$32,132.40
Phase 2	07011	16 x 8" Tee	2.00	Each	\$1,215.59	\$2,431.18
Phase 2	07011	16 x 6" Tee	7.00	Each	\$1,156.09	\$8,092.63
Phase 2	07011	16" 22.5 Bend	5.00	Each	\$936.60	\$4,683.00
Phase 2	07013	10" DR18 PVC Water Main	20.00	Linear Feet	\$19.43	\$388.60
Phase 2	07013	10" Gate Valve	2.00	Each	\$2,039.01	\$4,078.02
Phase 2	07013	10x8" Reducer	1.00	Each	\$402.80	\$402.80
Phase 2	07013	10" Cap	1.00	Each	\$190.52	\$190.52
Phase 2	07014	8" DR18 PVC Water Main	260.00	Linear Feet	\$15.19	\$3,949.40
Phase 2	07014	8" Joint Restraints	6.00	Each	\$142.51	\$855.06
Phase 2	07014	8" Gate Valve	4.00	Each	\$1,334.11	\$5,336.44
Phase 2	07014	8" Cap	5.00	Each	\$188.99	\$944.95
Phase 2	07015	6" DR18 PVC Water Main	40.00	Linear Feet	\$11.91	\$476.40
Phase 2	07015	6" Gate Valve	7.00	Each	\$893.73	\$6,256.11
Phase 2	07104	Valve Box Installation	19.00	Each	\$169.11	\$3,213.09
Phase 2	07105	Flushing Hydrant	5.00	Each	\$1,225.28	\$6,126.40
Phase 2	07106	Fire Hydrant	7.00	Each	\$2,340.60	\$16,384.20
Phase 2	07238	1" Single Water Service	2.00	Each	\$1,166.16	\$2,332.32
Phase 2	07246	Punch Out for Water Main	3,340.00	Linear Feet	\$1.77	\$5,911.80
Phase 2	07248	Flushing & BT's for Water Main	3,340.00	Linear Feet	\$0.89	\$2,972.60
Phase 2	07249	Locate Wire Test for Water Main	3,340.00	Linear Feet	\$0.51	\$1,703.40
Phase 2	07250	Pressure Test for Water Main	3,340.00	Linear Feet	\$1.97	\$6,579.80
						\$274,033.91
Phase 2	09004	Flushing Hydrant	6.00	Lump Sum	\$1,225.28	\$7,351.68
Phase 2	09011	16" DR18 PVC Reuse Main	3,160.00	Linear Feet	\$40.32	\$127,411.20
Phase 2	09011	16" Joint Restraints	70.00	Each	\$409.69	\$28,678.30
Phase 2	09011	16"x16" Cross	2.00	Each	\$2,366.55	\$4,733.10
Phase 2	09011	16" Sleeve	1.00	Each	\$1,031.91	\$1,031.91
Phase 2	09011	16" Gate Valve	6.00	Each	\$5,355.40	\$32,132.40
Phase 2	09011	16 x 8" Tee	2.00	Each	\$1,207.31	\$2,414.62
Phase 2	09011	16" 22.5 Bend	5.00	Each	\$989.04	\$4,945.20
Phase 2	09013	10" DR18 PVC Reuse Main	120.00	Linear Feet	\$20.02	\$2,402.40
Phase 2	09013	10" Joint Restraints	4.00	Each	\$202.00	\$808.00
Phase 2	09013	10" Gate Valve	2.00	Each	\$2,039.01	\$4,078.02
Phase 2	09013	10x8" Reducer	1.00	Each	\$402.80	\$402.80
Phase 2	09013	10" Cap	1.00	Each	\$207.07	\$207.07
Phase 2	09014	8" DR18 PVC Reuse Main	340.00	Linear Feet	\$15.70	\$5,338.00
Phase 2	09014	8" Joint Restraints	10.00	Each	\$143.69	\$1,436.90
Phase 2	09014	8" Gate Valve	4.00	Each	\$1,334.11	\$5,336.44
Phase 2	09014	8" 45 Bend	8.00	Each	\$348.89	\$2,791.12
Phase 2	09014	8" 22.5 Bend	1.00	Each	\$346.52	\$346.52
Phase 2	09014	8" Cap	5.00	Each	\$153.50	\$767.50
Phase 2	09234	1" Single Water Service	2.00	Each	\$1,166.16	\$2,332.32
Phase 2	09239	Punch Out for Reuse Main	3,620.00	Linear Feet	\$1.77	\$6,407.40
Phase 2	09240	Flushing for Reuse Main	3,620.00	Linear Feet	\$0.89	\$3,221.80
Phase 2	09241	Locate Wire Test for Reuse Main	3,620.00	Linear Feet	\$0.55	\$1,991.00
Phase 2	09242	Pressure Test for Reuse Main	3,620.00	Linear Feet	\$1.97	\$7,131.40
						\$253,697.10
Phase 2	11000	Irrigation	1.00	Lump Sum	\$32,301.00	\$32,301.00
						\$32,301.00
Phase 2	13000	Landscaping	1.00	Lump Sum	\$74,262.00	\$74,262.00
						\$74,262.00

Phase 2 Total

\$1,933,318.90

2.



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14775 Old St. Augustine Road • Jacksonville, Florida 32258

September 19, 2017

Armstrong CDD
Attn: Jim Perry
Governmental Management Services, LLC
Town Center 1 at World Golf Village
475 West Town Place, Suite 114
St. Augustine, FL 32092

Re: Limited Development Inspection (CEI) Services for Tynes Boulevard Phases 1B & 2

Dear Mr. Perry:

England, Thims & Miller, Inc. (ETM) is pleased with this opportunity to submit for your consideration a Scope and Fee proposal to provide Limited Development Inspection services for the above referenced project.

ETM is a long standing professional service provider in Northeast Florida and for many years we have been providing CEI services on projects of similar size and scope Tynes Boulevard Phases 1B & 2 projects. In addition, we are currently a continuing service provider for Clay County for transportation related services and are intimately familiar with the inspection scope and acceptance procedures required by Clay County.

Our understanding of the requested scope includes the primary assignment of qualified inspection personnel to provide quality assurance services that the work is constructed in accordance with the approved plans and specifications and to the satisfaction of the Armstrong CDD and Clay County.

Our understanding of the scope of the construction work is based upon a review of plans provided by your office which include the following new construction:

- Construction of the approximately 4,400 linear feet of asphalt pavement and curbing.
- Excavation of Ponds 1, 2, and 27 along with associated open and closed drainage systems.
- Installation of proposed concrete sidewalk and ADA ramps.
- Other new construction including signing, pavement markings, and erosion control devices.
- Utility installation backfill inspection including mains, manholes and sleeves located within the road right of ways.

Attached you will find our Scope of Services marked Exhibit "A" and the below budgeted amount has been determined at the established approved contract rates (attached marked Exhibit B) and including a budget for reimbursable expenses.

Budget Amount (Not to Exceed) Hourly Services..... \$ 179,000.00

The above hourly fee is based on the following assumptions:

- Construction duration does not exceed 14 months (432 calendar days).
- Phases 1B & 2 will begin construction 90 days following Phase 1A and the above fee budget is subject to Phase 1B and 2 being constructed concurrently with Phase 1A.
- Inspection services to include preparation of excel spreadsheet for explanation of underruns and overruns.

9/19/17

Limited CEI Services for Tynes Boulevard Phase 1B & 2

- Inspection services to include daily and weekly reports (with photo documentation) submitted to the Armstrong CDD and Clay County.
- Inspection services will be provided commensurate with the level of construction activities and reasonably provided to allow for ETM to provide the Armstrong CDD and Clay County with a completion letter in accordance with their requirements. It is anticipated that inspection services will be provided Monday through Friday only (no weekend/night time/overtime inspections).
- Utility inspection services to be provided by CCUA.
- Inspection services are for the Tynes Boulevard Phases 1B & 2 projects only.
- Per request from Clay County, Owner grants authority to ETM to stop construction based upon non-compliance issues.

The following services are not included in the above fixed fee amount:

ITEMS NOT INCLUDED

- | | |
|--|---|
| 1. Full time inspection services | 12. Technical review of change order/claims |
| 2. Contract Administration services | 13. Landscape, Hardscape, Lighting or Irrigation Design or Inspection |
| 3. Project Management services | 14. Permitting & Permit Fees |
| 4. Materials Testing Services | 15. Surveying and Construction Stakeout |
| 5. Shop Drawing Review (by EOR) | 16. Plat/Easement Preparation or Processing |
| 6. SJRWMD As-Built Certification | 17. Engineering Design Services |
| 7. FDEP Water/Sewer Permit Certification | 18. Final Signed & Sealed Asbuilt Survey and Certifications |
| 8. CCUA Inspections & Certifications | 19. Warranty Inspections |
| 9. Geotechnical/Underdrain Investigations | 20. EOR Response to RFI's |
| 10. OSHA or other Regulatory Safety Inspections | 21. Aerial Photography |
| 11. Electric, Phone, Cable, Gas Design or Inspection | |

Should any of the above 'not included' services be needed or if an extension of services is needed beyond the original 14 months (432 calendar day) duration, ETM can provide these services on an hourly basis.

ENGLAND-THIMS & MILLER, INC.

Principal – CEO/CSO/President	\$259.00/Hr.
Principal – Vice President	\$244.00/Hr.
Chief Engineer	\$244.00/Hr.
Senior Engineer	\$194.00/Hr.
Engineer	\$151.00/Hr.
Project Manager	\$178.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Chief Planner	\$244.00/Hr.
Senior Planner	\$178.00/Hr.
Planner	\$146.00/Hr.
CEI Senior Engineer	\$211.00/Hr.
Senior Inspector	\$146.00/Hr.
Inspector	\$118.00/Hr.
Senior Landscape Architect	\$163.00/Hr.
Landscape Architect	\$146.00/Hr.
Senior Graphics Technician	\$146.00/Hr.
GIS Programmer	\$156.00/Hr.
GIS Analyst	\$130.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$146.00/Hr.
Engineering/Landscape Designer	\$125.00/Hr.
CADD/GIS Technician	\$118.00/Hr.
Administrative Support	\$81.00/Hr.

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - England, Thims & Miller, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days' written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, England, Thims & Miller, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by England, Thims & Miller, Inc. in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. England, Thims & Miller, Inc. will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds England, Thims & Miller, Inc. harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of England, Thims & Miller, Inc. and its officers, directors, employees,

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by England, Thims & Miller, Inc. as instruments of service pursuant to this Agreement, shall be the sole property of England, Thims & Miller, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by England, Thims & Miller, Inc., pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of England, Thims & Miller, Inc., and England, Thims & Miller, Inc. will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should England, Thims & Miller, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by England, Thims & Miller, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless England, Thims & Miller, Inc. and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of England, Thims & Miller, Inc.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES - In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that England, Thims & Miller, Inc. will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that England, Thims & Miller, Inc. will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by England, Thims & Miller, Inc. will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by England, Thims & Miller, Inc. to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that England, Thims & Miller, Inc. is observing placement of all materials.

Limited CEI Services for Tynes Boulevard Phase 1B & 2

agents or subconsultants, or any of them, shall not exceed the total compensation received by England, Thims & Miller, Inc. under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, England, Thims & Miller, Inc. agrees to increase the limits up to a maximum of \$500,000 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by England, Thims & Miller, Inc. will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, England, Thims & Miller, Inc. cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

SALES TAX -The purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

Full-time inspection means that an employee of England, Thims & Miller, Inc. has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and England, Thims & Miller, Inc., respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor England, Thims & Miller, Inc. shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and England, Thims & Miller, Inc. and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or England, Thims & Miller, Inc.

We again thank you for this opportunity to be of service on the Tynes Boulevard Phases 1B & 2 projects. Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ENGLAND-THIMS & MILLER, INC.



Jim Donchez
Director, Land Development CEI

Accepted this _____ Day of _____, 2017

By: _____

England - Thims & Miller, Inc.

SIXTH ORDER OF BUSINESS

Armstrong
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2017

	<u>Governmental Fund Types</u>		<u>Totals</u>
	<u>General</u>	<u>Capital Projects</u>	<u>(Memorandum Only)</u>
			<u>2017</u>
<u>ASSETS:</u>			
Cash	\$8,289	\$442,774	\$451,064
Prepaid Expenses	\$5,500	---	\$5,500
Due from Developer	\$24,082	---	\$24,082
TOTAL ASSETS	<u>\$37,871</u>	<u>\$442,774</u>	<u>\$480,645</u>
<u>LIABILITIES:</u>			
Accounts Payable	\$26,574	\$15,827	\$42,401
FICA Payable	\$0	---	\$0
<u>FUND BALANCES:</u>			
Reserved for Debt Service	---	---	\$0
Reserved for Capital Projects	---	\$426,947	\$426,947
Unreserved	\$11,297	---	\$11,297
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u>\$37,871</u>	<u>\$442,774</u>	<u>\$480,645</u>

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending August 31, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 8/31/17</u>	<u>ACTUAL THRU 8/31/17</u>	<u>VARIANCE</u>
<u>REVENUES:</u>				
Developer Contributions	\$97,625	\$89,490	\$75,899	(\$13,590)
<i>TOTAL REVENUES</i>	<u>\$97,625</u>	<u>\$89,490</u>	<u>\$75,899</u>	<u>(\$13,590)</u>
<u>EXPENDITURES:</u>				
<u>Administrative</u>				
Supervisors Fees	\$0	\$0	\$1,800	(\$1,800)
FICA Expense	\$0	\$0	\$138	(\$138)
Engineering	\$15,000	\$13,750	\$1,500	\$12,250
Attorney	\$20,000	\$18,333	\$21,539	(\$3,206)
Annual Audit	\$5,000	\$4,583	\$0	\$4,583
Management Fees	\$45,000	\$41,250	\$33,750	\$7,500
Computer Time	\$1,500	\$1,375	\$1,333	\$42
Telephone	\$50	\$46	\$70	(\$24)
Postage	\$750	\$688	\$245	\$443
Insurance	\$5,000	\$5,000	\$5,000	\$0
Printing & Binding	\$1,000	\$917	\$890	\$27
Legal Advertising	\$2,500	\$2,292	\$6,181	(\$3,889)
Website Compliance	\$1,000	\$917	\$833	\$84
Other Current Charges	\$500	\$458	\$204	\$255
Office Supplies	\$150	\$138	\$113	\$24
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<i>TOTAL EXPENDITURES</i>	<u>\$97,625</u>	<u>\$89,921</u>	<u>\$73,771</u>	<u>\$16,150</u>
Excess Revenues/Expenses	<u>\$0</u>		<u>\$2,129</u>	
Retained Earnings - Beginning			<u>\$9,168</u>	
Retained Earnings - Ending			<u>\$11,297</u>	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS - TYNES BLVD PROJECT
Statement of Revenues & Expenditures
For The Period Ending August 31, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 8/31/17</u>	<u>ACTUAL THRU 8/31/17</u>	<u>VARIANCE</u>
<u>REVENUES:</u>				
Developer Contributions	\$0	\$0	\$795,660	\$795,660
<i>TOTAL REVENUES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$795,660</u>	<u>\$795,660</u>
<u>EXPENDITURES:</u>				
Engineering	\$0	\$0	\$318,635	(\$318,635)
Attorney Fees	\$0	\$0	\$21,661	(\$21,661)
Legal Advertising	\$0	\$0	\$591	(\$591)
Other Current Charges	\$0	\$0	\$673	(\$673)
Permit Fees	\$0	\$0	\$12,000	(\$12,000)
<i>TOTAL EXPENDITURES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$353,561</u>	<u>(\$353,561)</u>
 EXCESS REVENUES (EXPENDITURES)	 <u>\$0</u>		 <u>\$442,099</u>	
 FUND BALANCE - Beginning			 (\$15,152)	
 FUND BALANCE - Ending			 <u><u>\$426,947</u></u>	

SEVENTH ORDER OF BUSINESS

Armstrong

Community Development District

Funding Request #14

October 4, 2017

PAYEE		East/West Partners	Greenpointe	TOTAL
1	Clay County Clerk of Courts			
	Recording Fee	\$ 56.00	\$ 56.00	\$ 112.00
	Recording Fee	\$ 64.50	\$ 64.50	\$ 129.00
2	Clay Today			
	Ad# 273464	\$ 33.75	\$ 33.75	\$ 67.50
3	GMS, LLC			
	Inv# 16 - Management Fees & Expenses (Sep 17)	\$ 2,173.80	\$ 2,173.80	\$ 4,347.59
4	Hopping Green & Sams			
	Inv# 95719 - General Counsel (Jul 17)	\$ 1,871.80	\$ 1,871.80	\$ 3,743.60
	Inv# 95720 - Project Construction (Jul 17)		\$ 688.00	\$ 688.00
5	Board Payroll			
	Meeting Date: 9/5/2017	\$ 107.65	\$ 107.65	\$ 215.30
	9/27/2017	\$ 107.65	\$ 107.65	\$ 215.30
TOTAL		\$ 4,415.15	\$ 5,103.15	\$ 9,518.29

Funding Allocation:		
East/West	\$	4,415.15
Greenpointe	\$	5,103.15
	\$	9,518.29

Please make check payable to:

Armstrong CDD
5385 N Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

ARMSTRONG CDD - GENERAL FUND

VENDOR NUMBER/NAME: 10 CLAY COUNTY CLERK OF COURTS

9/25/2017

CHECK #: 000016

INV DATE INV# AMOUNT DISCOUNT NET

20170925 RECORDIN 112.00 112.00 RECORDING FEE

FILE COPY

ARMSTRONG CDD - GENERAL FUND

VENDOR NUMBER/NAME: 10 CLAY COUNTY CLERK OF COURTS

9/25/2017

CHECK #: 000016

INV DATE INV# AMOUNT DISCOUNT NET

20170925 RECORDIN 112.00 112.00 RECORDING FEE

TOTAL

\$112.00

FILE COPY

ARMSTRONG CDD
5385 N NOB HILL ROAD
SUNRISE, FL 33351
(954) 721-8681

WELLS FARGO BANK

63-643/670

DATE

9/25/2017

AMOUNT

\$112.00*

ONE HUNDRED TWELVE DOLLARS & 00 CENTS *****

PAY

TO THE
ORDER

CLAY COUNTY CLERK OF COURTS

OF:

AUTHORIZED SIGNATURE

C000016C A121000248A4281466359C

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**AGREEMENT BY AND BETWEEN ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT AND GREYHAWK VENTURE, LLC,
REGARDING THE TRUE-UP AND PAYMENT OF
SERIES 2017 ASSESSMENTS**

THIS AGREEMENT is made and entered into as of this 28th day of September, 2017, by
and between:

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-
purpose government established pursuant to Chapter 190, *Florida Statutes*, being
located in unincorporated Clay County, Florida (the "District"); and

GREYHAWK VENTURE, LLC, a Florida limited liability company, and primary
landowner of lands within the District (together with its successors and assigns,
the "Landowner").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County
Commissioners in and for Clay County, Florida, pursuant to the Uniform Community
Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), and is
validly existing under the constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others,
of planning, financing, constructing, installing, operating, and/or maintaining certain
infrastructure, including transportation improvements, water, sewer, and re-use facilities,
stormwater management facilities, entry features, landscaping and signage, recreational
improvements, and other infrastructure projects within or without the boundaries of the District;
and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County,
Florida, located within the boundaries of the District, as further described in attached **Exhibit A**
(the "Assessment Area 1 Lands") which comprise Assessment Area 1 (defined below); and

WHEREAS, a Final Judgment was issued on March 23, 2017, validating the authority of
the District to issue up to \$30,000,000 in aggregate principal amount of Armstrong Community
Development District (Clay County, Florida) Special Assessment Revenue Bonds to finance
certain improvements and facilities within the District; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (the "**Series 2017 Project**"), as detailed in the *Engineer's Report*, dated January 11, 2017, as supplemented by the District's *Supplemental Engineer's Report*, dated August 17, 2017 ("**Supplemental Engineer's Report**"), and the anticipated costs of the improvements described in the Supplemental Engineer's Report; and

WHEREAS, the District intends to finance the Series 2017 Project through the use of proceeds from the anticipated sale of \$4,035,000 in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2017A and \$2,890,000 in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2017B (together, the "**Series 2017 Bonds**"); and

WHEREAS, pursuant to District Resolution Nos. 2016-21, 2017-04, 2017-05, 2017-09, 2017-11, and 2017-12, (the "**2017 Assessment Resolutions**"), the District imposed special assessments on the Assessment Area 1 Lands ("**Assessment Area 1**") to secure the repayment of the Series 2017 Bonds (the "**Series 2017 Assessments**"); and

WHEREAS, Landowner agrees that all of the Assessment Area 1 Lands benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2017 Project; and

WHEREAS, Landowner agrees that the Series 2017 Assessments which were imposed on the Assessment Area 1 Lands have been validly imposed and constitute valid, legal and binding liens upon the Assessment Area 1 Lands, which Series 2017 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2017 Assessments on the Assessment Area 1 Lands; and

WHEREAS, the *Special Assessment Methodology Report for Single-Family Assessment Area*, dated August 16, 2017, as supplemented by that certain *Final Numbers Supplemental Special Assessment Methodology Report for the Series 2017A and 2017B Special Assessment Revenue Bonds Assessment Area 1* dated September 6, 2017 (together, the "**2017 Assessment Report**"), provides that as Assessment Area 1 Lands are platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 1 Lands would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Assessment Area 1 Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that Assessment Area 1 Lands will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the 2017 Assessment Report; and

WHEREAS, the District's 2017 Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the 2017 Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's 2017 Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2017 Assessments, subject to the terms and conditions contained herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2017 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2017 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2017 Assessments collected by mailed notice of the District, said unpaid Series 2017 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Assessment Area 1 Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns as to the Assessment Area 1 Lands until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Series 2017 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of two hundred (200) single-family residential dwelling units, as more specifically described by unit size/number in the 2017 Assessment Report, will be constructed within Assessment Area 1.
- B. *Process for Reallocation of Assessments.* The Series 2017 Assessments will initially be levied on a per acre basis in Assessment Area 1 and will be reallocated as lands are platted into dwelling units (the "Reallocation"). In connection with such platting of acreage within Assessment Area 1, the Series 2017 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2017 Assessments to the residential product types being platted and the remaining property in accordance with the 2017 Assessment Report and cause such Reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the lien established by the 2017 Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within Assessment Area 1, as the District's boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Series 2017 Assessments to the product types being platted and the remaining property in accordance with the 2017 Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation as to the Assessment Area 1 Lands. The District agrees that no further action by the Board shall be required. The District's review of the plats shall be limited solely to the Reallocation of Series 2017 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within Assessment Area 1 is platted (each such date being a "True-Up Date"), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Assessment Area 1 Lands exceeds the maximum debt per developable acre of \$64,788 for the Series 2017A Assessments and \$46,403 for the Series 2017B Assessments, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the "True-Up Payment") shall become immediately due and payable by Landowner that tax year in accordance with the District's 2017 Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely

payments of the debt services obligations on the Series 2017 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for Assessment Area 1 is \$64,788 for the Series 2017A Assessments and \$46,403 for the Series 2017B Assessments. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the Series 2017 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Series 2017 Assessments to platted units, including the making of the True-Up Payment, as set forth in the 2017 Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

A. *Agreement Runs with Land* – This Agreement shall constitute a covenant running with title to the Assessment Area 1 Lands, binding upon Landowner and its successors and assigns as to the Assessment Area 1 Lands or portions thereof, and any transferee of any portion of the Assessment Area 1 Lands as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.

B. *Exceptions* – Landowner shall not transfer any portion of the Assessment Area 1 Lands to any third party without complying with the terms of subsection C. below, other than:

(i) Platted and fully developed lots to homebuilders restricted from replatting;

(ii) Platted and fully developed lots to end users; and

(iii) Portions of the Assessment Area 1 Lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of the Assessment Area 1 Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the Assessment Area 1 Lands from the scope and effect of this

Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- C. **Transfer Conditions** – Landowner shall not transfer any portion of the Assessment Area 1 Lands to any third party, except as permitted by subsection B. above, without satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer (the “**Transfer Condition**”). Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Assessment Area 1 Lands only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Assessment Area 1 Lands so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

- | | | |
|----|----------------------|---|
| A. | If to the District: | Armstrong Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager |
| | With a copy to: | Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Katie S. Buchanan |
| B. | If to the Landowner: | Greyhawk Venture, LLC
7807 Baymeadows Road East
Jacksonville, Florida 32256
Attn: Edward E. Burr |

With a copy to:

Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764
Attn: Donna J. Feldman

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. ASSIGNMENT. No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld, and of the Trustee of the Series 2017 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2017 Bonds then outstanding. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

SECTION 10. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the Series 2017 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2017 Bonds then outstanding.

SECTION 11. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the Series 2017 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2017 Bonds then outstanding.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 13. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2017 Bonds, on behalf of the 2017 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Clay County, Florida.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

GREYHAWK VENTURE, LLC, a Florida
limited liability company

[Signature]
Witness Signature
Printed name: Patricia J. Brown

[Signature]
By: Michael Taylor
Its: Vice President

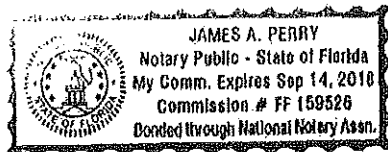
[Signature]
Witness Signature
Printed name: Ruth S. Buchanan

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 21st day of September, 2017, by Michael Taylor as Vice President of Greyhawk Venture, LLC, for and on behalf of said entity. He [X] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

[Signature]
Signature of Notary Public



Printed Name of Notary Public

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

[Signature]
Witness Signature
Printed name: Robert Johnson

[Signature]
Witness Signature
Printed name: Katie S. Buchanan

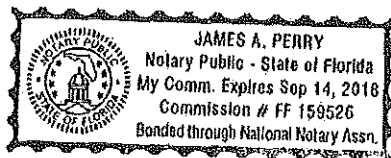
ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Chairman, Board of Supervisors
DESIGNATED MEMBER

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 21st day of September, 2017, by _____, as ^{designated member} Chairman of the Board of Supervisors of the Armstrong Community Development District, for and on behalf of the District. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Description of Assessment Area 1

Exhibit A:
Description of Assessment Area 1

Parcel "A"

A portion of Lot 1, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said portion being more particularly described as follows:

Commence at the northwest corner of said Lot 1; thence on the north line thereof, North 87 degrees 38 minutes 38 seconds East, 2924.57 feet to the east line thereof; thence on said east line, South 02 degrees 14 minutes 51 seconds East, 283.24 feet to the point of beginning; thence South 76 degrees 16 minutes 03 seconds West, 137.18 feet; thence North 77 degrees 01 minutes 38 seconds West, 58.12 feet; thence South 87 degrees 49 minutes 35 seconds West, 127.71 feet; thence South 53 degrees 04 minutes 15 seconds West, 17.54 feet; thence northwesterly, along the arc of a curve concave southwesterly and having a radius of 55.00 feet, an arc distance of 23.12 feet, said arc being subtended by a chord bearing and distance of North 80 degrees 19 minutes 05 seconds West, 22.95 feet; thence South 87 degrees 38 minutes 13 seconds West, 416.86 feet; thence South 01 degree 46 minutes 00 seconds East, 60.16 feet; thence South 88 degrees 14 minutes 00 seconds West, 110.00 feet; thence North 84 degrees 37 minutes 42 seconds West, 50.39 feet; thence South 88 degrees 14 minutes 00 seconds West, 121.68 feet; thence northwesterly, along the arc of a curve concave southwesterly and having radius of 65.00 feet, an arc distance of 87.95 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 36 minute 01 seconds West, 81.39 feet; thence South 87 degrees 38 minutes 13 seconds West, 362.10 feet; thence South 02 degrees 21 minutes 47 seconds East, 86.36 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 290.00 feet, an arc distance of 476.87 feet, said arc being subtended by a chord bearing and distance of South 37 degrees 19 minutes 08 seconds West, 424.93 feet; thence South 09 degrees 47 minutes 21 seconds East, 394.98 feet to the north line of Royal Pines Drive, according to plat thereof recorded in Plat Book 59 pages 27 through 33 of the public records of said county; thence on said north line, run the following 7 courses: 1) North 85 degrees 23 minutes 11 seconds East, 377.55 feet; 2) northeasterly, along the arc of a curve concave northwesterly and having a radius of 960.00 feet, an arc distance of 415.36 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 59 minutes 29 seconds East, 412.12 feet; 3) North 60 degrees 35 minutes 48 seconds East, 265.19 feet; 4) northeasterly, along the arc of a curve concave southeasterly and having a radius of 540.00 feet, an arc distance of 255.98 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 10 minutes 35 seconds East, 253.59 feet; 5) North 87 degrees 49 minutes 35 seconds East, 232.33 feet; 6) North 79 degrees 54 minutes 50 seconds East, 108.97 feet; 7) North 87 degrees 49 minutes 35 seconds East, 99.93 feet to said east line of Lot 1; thence on said east line, North 02 degrees 14 minutes 51 seconds West, 509.30 feet to the point of beginning; being 24.50 acres, more or less, in area.

Parcel "B"

A portion of Lot 2, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said parcel being more particularly described as follows:

Begin at the northeast corner of said Lot 2; thence on the south line of Royal Pines Drive according to plat thereof recorded in Plat Book 59, pages 27 through 33 of the public records of

said county, run the following 7 courses: 1) South 87 degrees 49 minutes 35 seconds West, 99.66 feet; 2) North 84 degrees 24 minutes 30 seconds West, 111.02 feet; 3) South 87 degrees 49 minutes 35 seconds West, 230.17 feet; 4) southwesterly along the arc of a curve concave southeasterly and having a radius of 460.00 feet, an arc distance of 218.05 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 10 minutes 35 seconds West, 216.02 feet; 5) South 60 degrees 35 minutes 48 seconds West, 265.19 feet; 6) southwesterly along the arc of a curve concave northwesterly and having a radius of 1,040.00 feet, an arc distance of 449.97 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 59 minutes 29 seconds West, 446.47 feet; 7) South 85 degrees 23 minutes 11 seconds West, 89.19 feet; thence South 07 degrees 26 minutes 25 seconds East, 381.81 feet to the north line of Upland Buffer No. 3, as per Official Records Book 2937, page 184 of said public records; thence on the boundaries thereof, run the following 35 courses: 1) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 2) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 3) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 4) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 5) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 6) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 7) southeasterly along the arc of a curve concave northeasterly and having a radius of 710.00 feet, an arc distance of 129.66 feet, said arc being subtended by a chord bearing and distance of South 39 degrees 16 minutes 04 seconds East, 129.48 feet; 8) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 9) southeasterly along the arc of a curve concave southwesterly and having a radius of 640.00 feet, an arc distance of 174.04 feet, said arc being subtended by a chord bearing and distance of South 36 degrees 42 minutes 31 seconds East, 173.51 feet; 10) South 49 degrees 01 minutes 59 seconds East, 33.04 feet; 11) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 12) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 13) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 14) southeasterly along the arc of a curve concave northeasterly and having a radius of 1,055.00 feet, an arc distance of 150.14 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 09 minutes 01 seconds East, 150.01 feet; 15) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 16) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 17) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 18) South 55 degrees 01 minutes 32 seconds East, 38.19 feet; 19) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 20) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 21) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 22) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, and arc distance of 40.67 feet, said arc being subtended by a chord bearing and distance of South 38 degrees 57 minutes 53 seconds East, 40.58 feet; 23) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 24) South 01 degrees 01 minutes 13 seconds East, 2.99 feet; 25) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 26) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 27) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 28) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 29) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 30) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 31) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 32) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 33) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 34) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 35) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2; thence on said south line, North 88 degrees 58 minutes 49 seconds East, 1211.38 feet; thence North 32 degrees 34 minutes 03 seconds West, 97.29 feet; thence North 49 degrees 52 minutes 06 seconds East, 21.02 feet; thence North 24 degrees 51 minutes 43 seconds East,

38.67 feet; thence North 21 degrees 57 minutes 24 seconds East, 50.59 feet to the south line of Upland Buffer No. 1 as per Official Records Book 2937, page 184 of said public records; thence on the boundaries thereof, run the following 41 courses: 1) North 68 degrees 01 minute 06 seconds West, 14.94 feet; 2) North 21 degrees 57 minutes 22 seconds East, 44.09 feet; 3) North 26 degrees 54 minutes 26 seconds East, 75.06 feet; 4) North 26 degrees 17 minutes 55 seconds East, 80.98 feet; 5) North 20 degrees 16 minutes 18 seconds East, 16.17 feet; 6) North 21 degrees 21 minutes 43 seconds West, 70.52 feet; 7) North 26 degrees 51 minutes 08 seconds West, 44.31 feet; 8) North 55 degrees 32 minutes 15 seconds West, 57.54 feet; 9) South 69 degrees 47 minutes 24 seconds West, 38.54 feet; 10) North 69 degrees 17 minutes 51 seconds West, 97.25 feet; 11) South 85 degrees 14 minutes 35 seconds West, 74.89 feet; 12) South 85 degrees 14 minutes 35 seconds West, 122.59 feet; 13) South 62 degrees 33 minutes 09 seconds West, 73.37 feet; 14) South 79 degrees 19 minutes 39 seconds West, 133.11 feet; 15) South 78 degrees 02 minutes 51 seconds West, 54.33 feet; 16) South 60 degrees 12 minutes 49 seconds West, 20.95 feet; 17) South 85 degrees 54 minutes 26 seconds West, 30.98 feet; 18) North 63 degrees 20 minutes 02 seconds West, 22.00 feet; 19) North 63 degrees 24 minutes 01 seconds West, 60.46 feet; 20) North 45 degrees 35 minutes 34 seconds West, 9.54 feet; 21) North 02 degrees 09 minutes 34 seconds East, 17.17 feet; 22) North 20 degrees 50 minutes 35 seconds West, 68.84 feet; 23) North 19 degrees 35 minutes 27 seconds West, 43.72 feet; 24) North 10 degrees 37 minutes 12 seconds West, 59.62 feet; 25) thence North 06 degrees 08 minutes 05 seconds West, 56.57 feet; 26) North 22 degrees 01 minutes 58 seconds East, 33.52 feet; 27) northeasterly along the arc of a curve concave southeasterly and having a radius of 315.00 feet, an arc distance of 122.12 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 08 minutes 20 seconds East, 121.36 feet; 28) North 52 degrees 50 minutes 04 seconds East, 16.18 feet; 29) North 55 degrees 15 minutes 12 seconds East, 45.88 feet; 30) North 64 degrees 28 minutes 21 seconds East, 54.73 feet; 31) North 63 degrees 17 minutes 49 seconds East, 37.28 feet; 32) North 51 degrees 40 minutes 47 seconds East, 28.96 feet; 33) North 65 degrees 50 minutes 11 seconds East, 53.85 feet; 34) North 79 degrees 32 minutes 09 seconds East, 32.66 feet; 35) North 73 degrees 45 minutes 29 seconds East, 57.66 feet; 36) North 65 degrees 08 minutes 03 seconds East, 36.47 feet; 37) North 71 degrees 59 minutes 57 seconds East, 48.00 feet; 38) North 76 degrees 48 minutes 36 seconds East, 50.02 feet; 39) South 86 degrees 31 minutes 33 seconds East, 30.74 feet; 40) North 86 degrees 57 minutes 14 seconds East, 40.82 feet; 42) South 76 degrees 32 minutes 34 seconds East, 10.58 feet to the east line of said Lot 2; thence on said east line, North 02 degrees 13 minutes 02 seconds West, 726.66 feet to the point of beginning; being 37.78 acres, more or less, in area.

ARMSTRONG CDD - GENERAL FUND

VENDOR NUMBER/NAME: 10 CLAY COUNTY CLERK OF COURTS

9/25/2017
CHECK #: 000017

INV DATE INV# AMOUNT DISCOUNT NET

20170925 REC FEE 129.00 129.00 RECORDING FEE

FILE COPY

ARMSTRONG CDD - GENERAL FUND

VENDOR NUMBER/NAME: 10 CLAY COUNTY CLERK OF COURTS

9/25/2017
CHECK #: 000017

INV DATE INV# AMOUNT DISCOUNT NET

20170925 REC FEE 129.00 129.00 RECORDING FEE

TOTAL

\$129.00

FILE COPY

ARMSTRONG CDD
5385 N NOB HILL ROAD
SUNRISE, FL 33351
(954) 721-8681

WELLS FARGO BANK

63-643/670

DATE
9/25/2017

AMOUNT
\$129.00*

ONE HUNDRED TWENTY-NINE DOLLARS & 00 CENTS

PAY

TO THE
ORDER

CLAY COUNTY CLERK OF COURTS

OF:

AUTHORIZED SIGNATURE

C000017C A121000248A4281466359C

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the "Assignment") is made and entered into this 28th day of September, 2017, by and between:

GREYHAWK VENTURE, LLC, a Florida limited liability company and the primary owner of lands within the boundary of the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the "Landowner"); and

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the District (the "Series 2017 Project"), as described in that certain *Engineer's Report*, dated January 11, 2017, as supplemented by the District's *Supplemental Engineer's Report* dated August 17, 2017 (collectively, the "Engineer's Report"); and

WHEREAS, the cost of Series 2017 Project is in the amount of approximately \$9,824,100; and

WHEREAS, the District intends to finance a portion of the Series 2017 Project through the anticipated issuance of \$4,035,000 in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2017A and \$2,890,000 in aggregate principal amount of and the Armstrong Community Development District Special Assessment Revenue Bonds, Series 2017B (together, the "Series 2017 Bonds"); and

WHEREAS, pursuant to Resolutions 2016-21, 2017-04, 2017-05, 2017-09, 2017-11 and 2017-12, the District has imposed special assessments (the "**Series 2017 Assessments**") on certain lands within the District ("**Assessment Area 1**") to secure the repayment of the Series 2017 Bonds; and

WHEREAS, the Landowner is the owner of certain lands and maintains development rights as to those lands within Assessment Area 1, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Landowner Lands**"); and

WHEREAS, the Landowner has acquired, or hereafter may acquire, certain rights (the "**Development and Contract Rights**") in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Landowner Lands, Assessment Area 1 and the Series 2017 Project (collectively, the "**Contract Documents**"); and

WHEREAS, the District and the Landowner anticipate that Assessment Area 1 will be developed consistent with the Engineer's Report and that certain *Special Assessment Methodology Report for Single-Family Assessment Area*, dated August 16, 2017, as supplemented by that certain *Final Numbers Supplemental Special Assessment Methodology Report for the Series 2017A and 2017B Special Assessment Revenue Bonds Assessment Area 1* dated September 6, 2017 (together, the "**2017 Assessment Report**"); and

WHEREAS, the District and the Landowner anticipate that (i) the Landowner Lands will be subdivided into single-family lots through the County's approval of multiple subdivision plats, (ii) true-up payments, if any are due as to the Landowner Lands, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrent herewith, and (iii) all of the Landowner Lands, or lots therein, will be sold to unaffiliated homebuilders or homebuyers (hereinafter referred to as "**Development Completion**"); and

WHEREAS, in the event of default in the payment of the Series 2017 Assessments securing the Series 2017 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Series 2017 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the "**Remedial Rights**"); and

WHEREAS, as an inducement to the District to issue its Series 2017 Bonds, it is necessary to require the assignment to the District of the Development and Contract Rights to complete the Series 2017 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the 2017 Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Series 2017 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the 2017 Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2017 Assessments levied against the Landowner Lands, which failure is not cured within any applicable cure period; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Landowner Lands, any and all affiliated entities or successors-in-interest to the Landowner Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Clay County, Florida, except as set forth in this Assignment; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Series 2017 Project.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event the Landowner fails to timely pay the Series 2017 Assessments levied against the Landowner Lands, the District shall be entitled to exercise Remedial Rights. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (the "SPE") to hold title to the Landowner Lands, as designee of the District. The Landowner hereby agrees to collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by Landowner or subsequently acquired by the Landowner, all of its Development and Contract Rights as security for Landowner's payment and performance and discharge of its obligation to pay the Series 2017 Assessments levied against the Landowner Lands; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Series 2017 Project or Assessment Area 1. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to unaffiliated homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Landowner Lands which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Clay County, the District, any unaffiliated homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association, as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a "Prior Transfer"). Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner's association governing the Landowner Lands, as recorded in the Official Records of Clay County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without

limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Landowner.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Landowner Lands.

3. Preliminary and final plats and/or site plans for the Landowner Lands.

4. Architectural plans and specifications for buildings and other improvements to the Landowner Lands, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Landowner Lands or the Series 2017 Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Landowner Lands or the Series 2017 Project or the construction of improvements thereon (other than those associated with homebuilding or home construction), together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and waste water service to the Landowner Lands, and all hookup fees and utility deposits paid by Landowner in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Landowner Lands by Landowner in connection with the development of Assessment Area 1 or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of Assessment Area 1, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan or land intended to be made subject to a plat and/or site plan (the "Builder Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2017 Assessments levied against the Landowner

Lands, and the Trustee or its assignee acquires any Landowner Lands as a result of its exercise of its Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2017 Bonds in full; (ii) Development Completion; and (iii) upon a Prior Transfer as to the portion of the Landowner Lands which are subject to the Prior Transfer (herein, the "Term"). Without limiting the foregoing, upon a Prior Transfer, the portion of the Landowner Lands so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Landowner Lands and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Landowner Lands so transferred without making exception for this Assignment. At Landowner's request from time to time, District and Landowner will record a notice or other appropriate instrument in the Public Records of Clay County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Series 2017 Project and documents applicable thereto.

SECTION 3. LANDOWNER WARRANTIES. The Landowner represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner:

A. Other than pursuant to the Builder Contracts, the Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Landowner, the Landowner has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Landowner Lands (other than a Prior Transfer) shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment.

SECTION 4. LANDOWNER COVENANTS. The Landowner covenants with the District that during the Term:

A. The Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed, and observed each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an event of default (hereinafter referred to as an "Event of Default") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

A. Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as Landowner could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Landowner Lands or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Landowner Lands nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action

by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

D. After the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts at the sole cost and expense of the Landowner to (i) enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2017 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the Series 2017 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the "Code"), and the Landowner grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of the parties hereto, and with the prior written consent of the trustee for the Series 2017 Bonds (the "Trustee"), acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2017 Bonds then outstanding.

SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing

in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Landowner Lands herefrom upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2017 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2017 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A. If to the District: Armstrong Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

B. If to the Landowner: Greyhawk Venture, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Edward E. Burr

With a copy to:

Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764
Attn: Donna J. Feldman

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Clay County, Florida.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

GREYHAWK VENTURE, LLC, a Florida limited liability company

[Signature]
Witness Signature

Printed name: Gregory Johnson

[Signature]
By: Michael Taylor

Its: Vice President

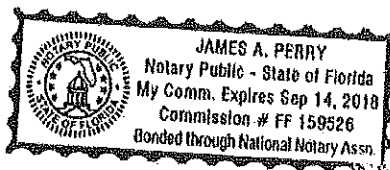
[Signature]
Witness Signature

Printed name: Katie S. Buchanan

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 21ST day of September, 2017, by Michael Taylor as Vice President of Greyhawk Venture, LLC, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

[Signature]
Witness Signature
Printed name: Michael Johnson

[Signature]
Witness Signature
Printed name: Katrina S. Buchanan

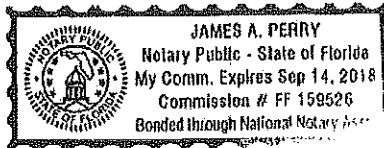
ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Chairman, Board of Supervisors
Designated Member

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 21st day of September
_____, 2017, by _____, as Chairman of the Board of Supervisors of
the Armstrong Community Development District, for and on behalf of the District. She/He [] is
personally known to me or [] produced _____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

Parcel "A"

A portion of Lot 1, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said portion being more particularly described as follows:

Commence at the northwest corner of said Lot 1; thence on the north line thereof, North 87 degrees 38 minutes 38 seconds East, 2924.57 feet to the east line thereof; thence on said east line, South 02 degrees 14 minutes 51 seconds East, 283.24 feet to the point of beginning; thence South 76 degrees 16 minutes 03 seconds West, 137.18 feet; thence North 77 degrees 01 minutes 38 seconds West, 58.12 feet; thence South 87 degrees 49 minutes 35 seconds West, 127.71 feet; thence South 53 degrees 04 minutes 15 seconds West, 17.54 feet; thence northwesterly, along the arc of a curve concave southwesterly and having a radius of 55.00 feet, an arc distance of 23.12 feet, said arc being subtended by a chord bearing and distance of North 80 degrees 19 minutes 05 seconds West, 22.95 feet; thence South 87 degrees 38 minutes 13 seconds West, 416.86 feet; thence South 01 degree 46 minutes 00 seconds East, 60.16 feet; thence South 88 degrees 14 minutes 00 seconds West, 110.00 feet; thence North 84 degrees 37 minutes 42 seconds West, 50.39 feet; thence South 88 degrees 14 minutes 00 seconds West, 121.68 feet; thence northwesterly, along the arc of a curve concave southwesterly and having radius of 65.00 feet, an arc distance of 87.95 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 36 minute 01 seconds West, 81.39 feet; thence South 87 degrees 38 minutes 13 seconds West, 362.10 feet; thence South 02 degrees 21 minutes 47 seconds East, 86.36 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 290.00 feet, an arc distance of 476.87 feet, said arc being subtended by a chord bearing and distance of South 37 degrees 19 minutes 08 seconds West, 424.93 feet; thence South 09 degrees 47 minutes 21 seconds East, 394.98 feet to the north line of Royal Pines Drive, according to plat thereof recorded in Plat Book 59 pages 27 through 33 of the public records of said county; thence on said north line, run the following 7 courses: 1) North 85 degrees 23 minutes 11 seconds East, 377.55 feet; 2) northeasterly, along the arc of a curve concave northwesterly and having a radius of 960.00 feet, an arc distance of 415.36 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 59 minutes 29 seconds East, 412.12 feet; 3) North 60 degrees 35 minutes 48 seconds East, 265.19 feet; 4) northeasterly, along the arc of a curve concave southeasterly and having a radius of 540.00 feet, an arc distance of 255.98 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 10 minutes 35 seconds East, 253.59 feet; 5) North 87 degrees 49 minutes 35 seconds East, 232.33 feet; 6) North 79 degrees 54 minutes 50 seconds East, 108.97 feet; 7) North 87 degrees 49 minutes 35 seconds East, 99.93 feet to said east line of Lot 1; thence on said east line, North 02 degrees 14 minutes 51 seconds West, 509.30 feet to the point of beginning; being 24.50 acres, more or less, in area.

Parcel "B"

A portion of Lot 2, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said parcel being more particularly described as follows:

Begin at the northeast corner of said Lot 2; thence on the south line of Royal Pines Drive according to plat thereof recorded in Plat Book 59, pages 27 through 33 of the public records of said county, run the following 7 courses: 1) South 87 degrees 49 minutes 35 seconds West, 99.66 feet; 2) North 84 degrees 24 minutes 30 seconds West, 111.02 feet; 3) South 87 degrees 49

minutes 35 seconds West, 230.17 feet; 4) southwesterly along the arc of a curve concave southeasterly and having a radius of 460.00 feet, an arc distance of 218.05 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 10 minutes 35 seconds West, 216.02 feet; 5) South 60 degrees 35 minutes 48 seconds West, 265.19 feet; 6) southwesterly along the arc of a curve concave northwesterly and having a radius of 1,040.00 feet, an arc distance of 449.97 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 59 minutes 29 seconds West, 446.47 feet; 7) South 85 degrees 23 minutes 11 seconds West, 89.19 feet; thence South 07 degrees 26 minutes 25 seconds East, 381.81 feet to the north line of Upland Buffer No. 3, as per Official Records Book 2937, page 184 of said public records; thence on the boundaries thereof, run the following 35 courses: 1) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 2) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 3) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 4) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 5) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 6) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 7) southeasterly along the arc of a curve concave northeasterly and having a radius of 710.00 feet, an arc distance of 129.66 feet, said arc being subtended by a chord bearing and distance of South 39 degrees 16 minutes 04 seconds East, 129.48 feet; 8) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 9) southeasterly along the arc of a curve concave southwesterly and having a radius of 640.00 feet, an arc distance of 174.04 feet, said arc being subtended by a chord bearing and distance of South 36 degrees 42 minutes 31 seconds East, 173.51 feet; 10) South 49 degrees 01 minutes 59 seconds East, 33.04 feet; 11) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 12) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 13) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 14) southeasterly along the arc of a curve concave northeasterly and having a radius of 1,055.00 feet, an arc distance of 150.14 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 09 minutes 01 seconds East, 150.01 feet; 15) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 16) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 17) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 18) South 55 degrees 01 minutes 32 seconds East, 38.19 feet; 19) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 20) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 21) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 22) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, and arc distance of 40.67 feet, said arc being subtended by a chord bearing and distance of South 38 degrees 57 minutes 53 seconds East, 40.58 feet; 23) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 24) South 01 degrees 01 minutes 13 seconds East, 2.99 feet; 25) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 26) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 27) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 28) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 29) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 30) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 31) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 32) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 33) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 34) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 35) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2; thence on said south line, North 88 degrees 58 minutes 49 seconds East, 1211.38 feet; thence North 32 degrees 34 minutes 03 seconds West, 97.29 feet; thence North 49 degrees 52 minutes 06 seconds East, 21.02 feet; thence North 24 degrees 51 minutes 43 seconds East, 38.67 feet; thence North 21 degrees 57 minutes 24 seconds East, 50.59 feet to the south line of Upland Buffer No. 1 as per Official Records Book 2937, page 184 of said public records; thence

on the boundaries thereof, run the following 41 courses: 1) North 68 degrees 01 minute 06 seconds West, 14.94 feet; 2) North 21 degrees 57 minutes 22 seconds East, 44.09 feet; 3) North 26 degrees 54 minutes 26 seconds East, 75.06 feet; 4) North 26 degrees 17 minutes 55 seconds East, 80.98 feet; 5) North 20 degrees 16 minutes 18 seconds East, 16.17 feet; 6) North 21 degrees 21 minutes 43 seconds West, 70.52 feet; 7) North 26 degrees 51 minutes 08 seconds West, 44.31 feet; 8) North 55 degrees 32 minutes 15 seconds West, 57.54 feet; 9) South 69 degrees 47 minutes 24 seconds West, 38.54 feet; 10) North 69 degrees 17 minutes 51 seconds West, 97.25 feet; 11) South 85 degrees 14 minutes 35 seconds West, 74.89 feet; 12) South 85 degrees 14 minutes 35 seconds West, 122.59 feet; 13) South 62 degrees 33 minutes 09 seconds West, 73.37 feet; 14) South 79 degrees 19 minutes 39 seconds West, 133.11 feet; 15) South 78 degrees 02 minutes 51 seconds West, 54.33 feet; 16) South 60 degrees 12 minutes 49 seconds West, 20.95 feet; 17) South 85 degrees 54 minutes 26 seconds West, 30.98 feet; 18) North 63 degrees 20 minutes 02 seconds West, 22.00 feet; 19) North 63 degrees 24 minutes 01 seconds West, 60.46 feet; 20) North 45 degrees 35 minutes 34 seconds West, 9.54 feet; 21) North 02 degrees 09 minutes 34 seconds East, 17.17 feet; 22) North 20 degrees 50 minutes 35 seconds West, 68.84 feet; 23) North 19 degrees 35 minutes 27 seconds West, 43.72 feet; 24) North 10 degrees 37 minutes 12 seconds West, 59.62 feet; 25) thence North 06 degrees 08 minutes 05 seconds West, 56.57 feet; 26) North 22 degrees 01 minutes 58 seconds East, 33.52 feet; 27) northeasterly along the arc of a curve concave southeasterly and having a radius of 315.00 feet, an arc distance of 122.12 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 08 minutes 20 seconds East, 121.36 feet; 28) North 52 degrees 50 minutes 04 seconds East, 16.18 feet; 29) North 55 degrees 15 minutes 12 seconds East, 45.88 feet; 30) North 64 degrees 28 minutes 21 seconds East, 54.73 feet; 31) North 63 degrees 17 minutes 49 seconds East, 37.28 feet; 32) North 51 degrees 40 minutes 47 seconds East, 28.96 feet; 33) North 65 degrees 50 minutes 11 seconds East, 53.85 feet; 34) North 79 degrees 32 minutes 09 seconds East, 32.66 feet; 35) North 73 degrees 45 minutes 29 seconds East, 57.66 feet; 36) North 65 degrees 08 minutes 03 seconds East, 36.47 feet; 37) North 71 degrees 59 minutes 57 seconds East, 48.00 feet; 38) North 76 degrees 48 minutes 36 seconds East, 50.02 feet; 39) South 86 degrees 31 minutes 33 seconds East, 30.74 feet; 40) North 86 degrees 57 minutes 14 seconds East, 40.82 feet; 42) South 76 degrees 32 minutes 34 seconds East, 10.58 feet to the east line of said Lot 2; thence on said east line, North 02 degrees 13 minutes 02 seconds West, 726.66 feet to the point of beginning; being 37.78 acres, more or less, in area.

**CLAY
TODAY**3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200**Recorder**
Not your average recorder, and your average clerk1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

Advertising Invoice

ARMSTRONG CDD C/O GMS, LLC
475 W TOWN PL # 114
ATTN: SARAH SWEETING
ST AUGUSTINE, FL 32092Cust#:989731
Ad#:273464
Phone#:904-940-5850
Date:08/21/2017

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 5.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	08/24/2017	08/24/2017	1	67.50	67.50

Payment Information:

Date:	Order#	Type
08/21/2017	273464	BILLED ACCOUNT

Total Amount: 67.50

Tax: 0.00

Amount Due: 67.50

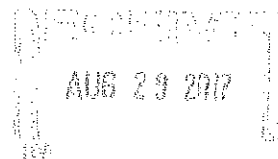
Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy**Notice of Meeting
Armstrong Community
Development District**

The regular meeting of the Board of Supervisors of the Armstrong Community Development District will be held on Wednesday, September 6, 2017 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida, 32065. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to



RECEIVED SEP 05 2017

PUBLISHER AFFIDAVIT
CLAY TODAY
 Published Weekly
 Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

NOTICE OF MEETING

in the matter of

SEPT 6 MEETING

LEGAL: 40218 ORDER: 273464

was published in said newspaper in the issues:

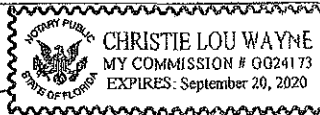
08/24/2017

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 08/24/2017.

Christie Lou Wayne
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003
 Telephone (904) 264-3200 - FAX (904) 264-3285
 E-Mail: Christie@opcfla.com

**Notice of Meeting
 Armstrong Community
 Development District**

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James Perry
 District Manager
 Legal 40218 published Aug 24, 2017
 in Clay County's Clay Today newspaper

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 16
Invoice Date: 9/1/17
Due Date: 9/1/17
Case:
P.O. Number:

Bill To:

Armstrong CDD
475 West Town Place
Suite 114
Alt. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees September 2017		3,750.00	3,750.00
Information Technology - September 2017		125.00	125.00
Website Administration September 2017		83.33	83.33
Office Supplies		20.00	20.00
Postage		18.45	18.45
Copies		335.25	335.25
Telephone		15.56	15.56
Total			\$4,347.59
Payments/Credits			\$0.00
Balance Due			\$4,347.59

Hopping Green & Sams

Attorneys and Counselors

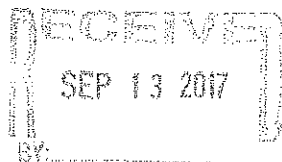
119 S. Monroe Street, Ste. 300
P.O. Box 6626
Tallahassee, FL 32314
850.222.7500

STATEMENT

August 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 95719
Billed through 07/31/2017



General Counsel

ARMCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/03/17	KSB	Prepare affidavit of mailing and confer with Stephens.	0.30 hrs
07/06/17	KSB	Review tentative agenda; confer with district manager.	0.70 hrs
07/06/17	KEM	Confer with district manager regarding affidavit of mailing.	0.10 hrs
07/07/17	KSB	Confer with GreenPointe regarding appointment of representative.	0.30 hrs
07/07/17	KEM	Prepare general location map.	0.10 hrs
07/10/17	KSB	Confer with Taylor regarding appointment of new supervisor; confer with district manager.	0.50 hrs
07/12/17	KSB	Prepare for, travel to and from, and attend board meeting.	6.00 hrs
07/13/17	KSB	Perform meeting follow up.	0.30 hrs
07/17/17	KSB	Confer with district manager; perform meeting follow up.	0.50 hrs
07/19/17	KSB	Confer with Fulks regarding estoppel request; confer with Feldman regarding funding requests; review tentative agenda.	0.70 hrs
07/24/17	KSB	Confer with Ayers regarding request for public records; review correspondence from Florida Auditor General; confer with district manager regarding annual financial report.	0.70 hrs
07/25/17	KSB	Continue to confer with Ayers regarding public records request.	0.30 hrs
07/26/17	KSB	Review district issues; confer with Taylor; confer with district manager.	0.80 hrs
07/26/17	KEM	Prepare deed and easement.	0.10 hrs
07/31/17	KSB	Prepare confirmation of intent to own and operate surface water management system; revise agenda; confer with district manager; prepare appropriation resolution; prepare funding agreement; confer with Vincent.	2.70 hrs

Total fees for this matter

\$3,556.50

DISBURSEMENTS

Travel - KSB to Orange Park, FL 7/11-12/17	99.64
PCARDS/ Sunoco Gas 7/13/17; Travel - KSB to Orange Park, FL 7/11-12/17	17.36
AVIS/627004556; Travel - KSB to Orange Park, FL 7/11-12/17	52.04
Travel - Meals - KSB to Orange Park, FL 7/11-12/17	8.24
Total disbursements for this matter	\$177.28

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	13.80 hrs	255 /hr	\$3,519.00
TOTAL FEES			\$3,556.50
TOTAL DISBURSEMENTS			\$177.28
INTEREST CHARGE ON PAST DUE BALANCE			\$9.82
TOTAL CHARGES FOR THIS MATTER			\$3,743.60

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	13.80 hrs	255 /hr	\$3,519.00
TOTAL FEES			\$3,556.50
TOTAL DISBURSEMENTS			\$177.28
INTEREST CHARGE ON PAST DUE BALANCE			\$9.82
TOTAL CHARGES FOR THIS BILL			\$3,743.60

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

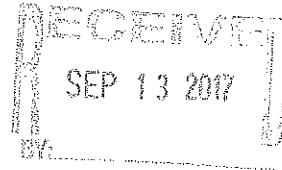
August 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 95720
Billed through 07/31/2017

Project Construction

ARMCDD 00103 KSB



FOR PROFESSIONAL SERVICES RENDERED

07/18/17	KSB	Confer with Hadden regarding bids; research same.	0.70 hrs
07/19/17	KSB	Confer with Taylor regarding bids for Phase 1 sitework.	0.20 hrs
07/20/17	KSB	Confer with Taylor regarding bids.	0.50 hrs
07/21/17	KSB	Review proposal issues and confer with Taylor.	1.20 hrs
07/27/17	KEM	Prepare construction engineering inspection services agreement.	0.20 hrs
Total fees for this matter			\$688.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.60 hrs	255 /hr	\$663.00

TOTAL FEES \$688.00

TOTAL CHARGES FOR THIS MATTER \$688.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.60 hrs	255 /hr	\$663.00

TOTAL FEES \$688.00

TOTAL CHARGES FOR THIS BILL \$688.00

Please include the bill number on your check.

Attendance Sheet

District: Armstrong CDD

Meeting Date: September 5, 2017

	Supervisor	In Attendance	Fees
1.	Roger Arrowsmith Chairman	<input checked="" type="checkbox"/>	\$0
2.	Marilyn Ayers Vice Chairman	<input checked="" type="checkbox"/>	\$200
3.	Michael Taylor Assistant Secretary	<i>Need Paperwork</i> <input checked="" type="checkbox"/>	\$_____ ??
4.	Grady Mairs Assistant Secretary	<i>Need Paperwork</i> <input checked="" type="checkbox"/>	\$_____ ??
5.	Nancy Klock Assistant Secretary	<i>Absent</i> <input type="checkbox"/>	\$200

District Manager:



Date:

9/6/17

PLEASE RETURN COMPLETED FORM TO PATTI POWERS

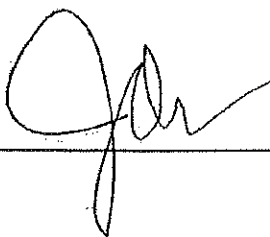
ATTENDANCE SHEET

District: Armstrong

Meeting Date: September 27, 2016

	Supervisor	In Attendance	Fees
1.	Roger Arrowsmith	<input type="checkbox"/>	
2.	VACANT	<input type="checkbox"/>	No
3.	Michael Carlo	<input checked="" type="checkbox"/>	\$200
4.	Marilyn Ayers	<input checked="" type="checkbox"/>	\$200
5.	Nancy Klock	<input checked="" type="checkbox"/>	No

District Manager:



PLEASE RETURN COMPLETED FORM TO BERNADETTE PEREGRINO

+ FICA
\$215.30

EIGHTH ORDER OF BUSINESS

Armstrong

Community Development District
Tynes Blvd. Construction Project

Funding Request #9
October 4, 2017

PAYEE		Construction	
1	Hopping, Green & Sams Inv# 957218 - Tynes Blvd (Jul 17)	\$	3,827.07
TOTAL		\$	3,827.07

Hopping Green & Sams

Attorneys and Counselors

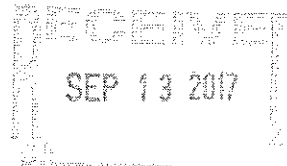
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

August 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 95721
Billed through 07/31/2017



Tynes Boulevard
ARMCDD 00104 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/10/17	KSB	Prepare correspondence to engineer regarding bid opening; prepare summary evaluation form; confer with Vincent; confer with Ayers.	2.30 hrs
07/12/17	KSB	Review bids for construction of Tynes Boulevard Extension; assist in preparation of evaluation scoresheets.	2.00 hrs
07/13/17	JEM	Confer with Carr regarding pending real estate issues; review correspondence from Carr; reply to same.	0.70 hrs
07/13/17	KSB	Prepare notice of intent to award; confer with Vincent regarding Phase 1B & 2 award.	0.30 hrs
07/17/17	KSB	Confer with Vincent; confer with Mossing.	0.50 hrs
07/19/17	KSB	Review CCUA funding letter; confer with Mossing; confer with Vincent.	1.10 hrs
07/20/17	KSB	Review correspondence from Moss regarding letter of credit and costs.	0.40 hrs
07/20/17	KEM	Research construction administration agreement.	0.10 hrs
07/21/17	JEM	Review correspondence from Carr; reply to same; prepare quit claim deeds and partial release of mortgage.	0.50 hrs
07/22/17	JEM	Review correspondence from Carr; reply to same.	0.20 hrs
07/24/17	KSB	Review proposed revisions to remedial instruments.	0.80 hrs
07/25/17	KSB	Review proposed plat.	0.70 hrs
07/27/17	KSB	Confer with Carr; review plat issues.	0.80 hrs
07/28/17	KSB	Follow up on platting issues.	0.30 hrs
07/31/17	KEM	Prepare construction engineering inspection services agreement.	0.50 hrs
07/31/17	KSB	Confer with Donchez regarding CEI agreement; prepare evaluation worksheet; prepare construction administration agreement; prepare CEI agreement.	3.00 hrs

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Total fees for this matter	\$3,627.00
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DISBURSEMENTS

Title Search	150.00
United Parcel Service	30.26
Total disbursements for this matter	\$180.26

MATTER SUMMARY

Merritt, Jason E.	1.40 hrs	315 /hr	\$441.00
Ibarra, Katherine E. - Paralegal	0.60 hrs	125 /hr	\$75.00
Buchanan, Katie S.	12.20 hrs	255 /hr	\$3,111.00

TOTAL FEES	\$3,627.00
TOTAL DISBURSEMENTS	\$180.26
INTEREST CHARGE ON PAST DUE BALANCE	\$19.81

TOTAL CHARGES FOR THIS MATTER **\$3,827.07**

BILLING SUMMARY

Merritt, Jason E.	1.40 hrs	315 /hr	\$441.00
Ibarra, Katherine E. - Paralegal	0.60 hrs	125 /hr	\$75.00
Buchanan, Katie S.	12.20 hrs	255 /hr	\$3,111.00

TOTAL FEES	\$3,627.00
TOTAL DISBURSEMENTS	\$180.26
INTEREST CHARGE ON PAST DUE BALANCE	\$19.81

TOTAL CHARGES FOR THIS BILL **\$3,827.07**

Please include the bill number on your check.