

ARMSTRONG
Community Development District

OCTOBER 10, 2019

Armstrong

Community Development District

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

October 3, 2019

Board of Supervisors
Armstrong Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Armstrong Community Development District will be held Thursday, October 10, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation 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 August 8, 2019 and August 27, 2019 Meetings
- IV. Ratification of Agreement with Clay County Tax Collector Regarding Uniform Method of Collection
- V. Consideration of Audit Engagement Letter with Grau & Associates for Fiscal Year 2019
- VI. Ratification of Change Order No. 18
- VII. Consideration of Developer Agreements
 - A. Acquisition Agreement
 - B. Collateral Assignment and Assignment of Development Rights
 - C. Completion Agreement
 - D. True-Up Agreement
- VIII. Consideration of Items Related to Series 2019 Bonds
 - A. Supplemental Engineer's Report, Series 2019 Project
 - B. Supplemental Special Assessment Methodology Report, Series 2019
 - C. Supplemental Assessment Resolution 2020-01
 - D. Notice of Series 2019 Special Assessments
 - E. Consideration of Other Bond Related Matters
- IX. Consideration of Proposal for Pocket Parks Landscape and Irrigation
- X. Staff Reports
 - A. District Counsel - Road Impact Fee Credit Agreement
 - B. District Engineer
 1. Ratification of Requisitions 78- 79, 2017A Construction Account
 2. Ratification of Work Authorization
 - C. District Manager – Deficit Funding Agreement No. 8
 - D. Facility Manager
 1. Report
 2. Vanguard Cleaning Proposal

3. AHD Pressure Washing Proposal
4. Summit Facility Maintenance Proposal
5. Apex Pest Control Service Agreement
- D. Tynes Boulevard Project Administrator
- XI. Supervisor's Requests and Audience Comments
- XII. Financial Statements as of August 31, 2019
- XIII. Ratification of Funding Request No. 38 & 39 (*General Fund*)
- XIV. Next Scheduled Meeting – 11/14/19 @ 3:30 p.m. at Plantation Oaks Amenity Center
- XV. Adjournment

Enclosed for your review and approval are a copy of the minutes from the August 8, 2019 and August 27, 2019 meetings.

The fourth order of business is ratification of agreement with Clay County Tax Collector, which is enclosed for your review.

The fifth order of business is consideration of audit engagement letter, which is enclosed for your review.

The sixth order of business is ratification of Change Order No. 18, which is enclosed for your review.

The seventh order of business is consideration of developer agreements. Enclosed is a copy of the agreements as outlined above.

The eighth order of business is consideration of items related to Series 2019 bonds. Enclosed is a copy of the items as outlined above.

The ninth order of business is consideration of proposal for pocket parks, which is enclosed for your review.

Enclosed under the Attorney's Report is a copy of the Road Impact Fee Credit Agreement.

Enclosed under the Engineer's Report are the items as outlined above.

Enclosed under the Manager's Report is a copy of deficit funding request No. 8.

Enclosed under the Facility Manager Report are the items as outlined above.

Enclosed are the financials, Funding Request No. 38 & 39.

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

Thursday
October 10, 2019
3:30 p.m.

Plantation Oaks Amenity Center
845 Oakleaf Plantation Parkway
Orange Park, Florida 32065
Call In # 1-719-457-0816 Code 792049

- I. Roll Call
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- XIV. Next Scheduled Meeting – 11/14/19 @ 3:30 p.m. at Plantation Oaks Amenity Center
- XV. Adjournment

THIRD ORDER OF BUSINESS

Minutes of Meeting
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Thursday, August 8, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Liam O'Reilly	Chairman
Mike Taylor	Vice Chairman
Grady Miars	Supervisor (by telephone)
Blake Weatherly	Supervisor
Rose Bock	Supervisor

Also present were:

James Perry	District Manager
Katie Buchanan	District Counsel (by telephone)
Zach Brecht	District Engineer
Tiffany Csalovszki	England-Thims & Miller
William Collins	Greenpointe

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

Affidavit of Publication

A copy of the affidavit of Publication of the public hearing was included in the agenda package.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the July 11, 2019 Meeting

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor the minutes of the July 11, 2019 meeting were approved as presented.

Mr. Miars joined the meeting at this time by telephone.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-08 Election of Officers

Mr. Perry stated at the end of the last meeting we had a change in the officers and we want to have a formal resolution for the bond documents and other documents that require signatures.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor Resolution 2019-08 reflecting the following officers was approved: Liam O'Reilly chairman, Mike Taylor vice chairman, James Perry Secretary and Treasurer, Rich Hans and Patti Powers assistant treasurer, Grady Miars, Blake Weatherly, Rose Bock, James Oliver and Ernesto Torres assistant secretaries.

SIXTH ORDER OF BUSINESS

Consideration of Proposal from Eisman & Russo for Construction Engineering and Inspection Services for Phases 2 & 3

Mr. Perry stated a copy of the proposal from Eisman & Russo for construction engineering and inspection services for Phases 2 and 3 was included in the agenda package.

Mr. O'Reilly stated this is the CEI services that the county requires for their inspection of the development in phases 2 and 3. The two firms that are our option are Eisman & Russo and ETM and ETM is the engineer of record and we have to go with Eisman & Russo. The hourly rates are preapproved by the county.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the agreement with Eisman & Russo for construction engineering and inspection services for Grey Hawk Phases 2 & 3 was approved.

SEVENTH ORDER OF BUSINESS

Public Hearing Adopting the Budget for Fiscal Year 2020

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor the public hearing was opened.

Mr. Perry stated included in the agenda package is a proposed budget for fiscal year 2020. The board did approve a budget a couple months ago and this is provided for consideration of adoption. My understanding is that we would like to further review that budget and continue the public hearing for the budget along with this meeting to August 27, 2019 at 9:30 a.m. at this location.

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor the public hearing to consider adoption of the fiscal year 2020 budget was continued to Tuesday, August 27, 2019 at 9:30 a.m. in the same location.

EIGHTH ORDER OF BUSINESS

Consideration of Vak Pak Agreements

Mr. O'Reilly stated this is the maintenance agreement for the pool pumps, Vak Pak will be the installer and provide the warranty and we thought it best to enter into the maintenance agreement.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the Grey Hawk equipment maintenance agreement with Vak Pak was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan stated I spoke with Dean Vincent yesterday and he wanted me to let the board know that he had submitted the internal request for a check for the amount for the lift station as required by the agreement with East West.

B. District Engineer

1. Consideration of Requisitions 75-76 from the 2017 Construction Account

Mr. Brecht stated there is an additional requisition, no. 77 that was added at the last minute. It has not made it to the updated log and is for Scherer Construction in the amount of \$148,692.52

and relates to the construction for the amenity center at Grey Hawk. We will update the log and get that out to all parties once it is updated.

On MOTION by Ms. Bock seconded by Mr. O'Reilly with all in favor requisitions 75, 76 and 77 from the 2017 construction account for a total amount of \$151,121.92 were approved.

2. Consideration of Work Authorization No. 1 with ETM for 2019/2020 General Consulting Engineering Services

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor work authorization no. 1 with ETM for fiscal year 2020 general consulting engineering services was approved.

C. District Manager

1. Deficit Funding Request No. 7

Mr. Perry stated deficit funding request no. 7 is in the amount of \$2,429.40 and we want to include requisition no. 77 that was just discussed for Scherer Construction in the amount of \$148,692.52 making the total to be \$151,121.92.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor deficit funding request no. 7 to include requisition no. 77 in the total amount of \$151,121.92 was approved.

2. Discussion of Meeting Dates for Fiscal Year 2020

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor the meeting notice indicating meetings on the second Thursday of each month in fiscal year 2020 was approved.

D. Tynes Boulevard Project Administrator

Mr. Perry stated I did get an update from Dean and he is talking in regard to a lot of the work being done in the first week of September timeframe.

TENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Perry stated when we do continue the meeting we are going to look at issuing 2019 A Series Bonds and at the continued meeting we will probably have a number of documents that need to be considered by the board and we are looking at a closing of those bonds in the mid-September timeframe.

ELEVENTH ORDER OF BUSINESS

Financial Statements as of June 30, 2019

A copy of the financials was included in the agenda package.

TWELFTH ORDER OF BUSINESS

Consideration of Funding Request No. 36 (General Fund)

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor funding request no. 36 from the general fund was approved.

THIRTEENTH ORDER OF BUSINESS

Consideration of Funding Request No. 34 (Construction Fund)

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor funding request no. 34 from the construction fund was ratified.

FOURTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – 09/12/19 at 3:30 p.m. at the Plantation Oaks Amenity Center

Mr. Perry stated instead of adjourning we are going to continue this meeting to August 27th at 9:30 a.m.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor the meeting was continued to Tuesday, August 27, 2019 at 9:30 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**MINUTES OF MEETING
ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of August 8, 2019 of the Board of Supervisors of the Armstrong Community Development District was reconvened Tuesday, August 27, 2019 at 9:30 a.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Liam O'Reilly	Chairman
Mike Taylor	Vice Chairman
Blake Weatherly	Supervisor
Rose Bock	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Zach Brecht	England-Thims & Miller
Tiffany Csalovszki	Evergreen Lifestyles Management
Peter Dame	Akerman LLP

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 9:30 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Continuation of Public Hearing Adopting the
Budget for Fiscal Year 2020**

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor the public hearing was opened.
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Mr. Oliver stated you have a copy of the budget in the agenda package and the budgeted expenditures have not changed since we last spoke. The key change is the assessment table at the bottom of page 2. There are two sections; one is the assessments for on-roll platted lots and the

other shows the developer subsidy for those lots. The normalized assessment would have been \$879 per lot. The developer wishes to hold that assessment for the platted lots at \$695 by funding a developer subsidy of \$184 per lot. For the 200 units, that total subsidy is \$36,800. This achieves the level of assessment the developer desires and it covers all the district's revenue needs between the on-roll assessments, the developer subsidy and the developer contributions.

On MOTION by O'Reilly seconded by Ms. Bock with all in favor the public hearing was closed.

A. Consideration of Resolution 2019-09 Relating to the annual Appropriations and Adopting the Budget for Fiscal Year 2020

Ms. Buchanan stated the first resolution adopts the budget, it requires the district to maintain it, update the website and gives you certain authority to transfer money between funds.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor Resolution 2019-09 was approved.

B. Consideration of Resolution 2019-10 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2020

Ms. Buchanan stated the second resolution imposes the special assessments and as we discussed the O&M budget is still developer funded but the debt collections will be regulated by the resolution. It has the same collection schedule as last year and it only certifies the debt service for collection.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor Resolution 2019-10 was approved.

C. Consideration of Fiscal Year 2019-2020 Funding Agreements

Ms. Buchanan stated the last budget document is the funding agreement, it is similar to the one we previously adopted with one big change in that you are no longer sharing costs with other landowners, you are funding 100% of the total budget.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor the fiscal year 2020 funding agreement with Greyhawk Venture, LLC was approved.

FOURTH ORDER OF BUSINESS**Consideration of Engagement Letter with FMS Bonds**

Ms. Buchanan stated generally you are now requested by the underwriter to sign an engagement letter with every bond issuance.

Mr. Dame stated in the parameters we limit it to 2%. I think it would be reasonable to adopt this with a stipulation that the compensation not exceed 2%.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor the engagement letter with FMS Bonds was approved with the stipulation that the compensation would not exceed 2%.

FIFTH ORDER OF BUSINESS**Consideration of Items Related to Series 2019 Bonds****A. Supplemental Engineer's Report Series 2019 Project**

Mr. Brecht stated I handed out an updated version of the supplemental engineer's report and this one includes the additional line item, the probable cost as well as language relative to the amenity center that has been constructed and is currently open and in use. The language references reimbursement to the developer for costs incurred for the amenity center. Those costs will now be part of this bond issuance. The 2019 series project includes Assessment Area 2, Parcels A, B and C, which encompasses Phases 2 and 3 of the Greyhawk development and essentially finishes that project. In Assessment Area 2 you are looking at a total of 283 lots that this series will cover. Table 2 is the probable costs associated with Assessment Area 2 and with the addition of the amenity center of approximately \$3.1 million we are looking at a total of \$11,326,383 for all improvements within the 2019 Series Bonds for Parcels A, B and C in Assessment Area 2.

Ms. Buchanan stated the project defined by this report is what is eligible for funding with your Series 2019 Bonds and essentially any improvements that are not funded with bond proceeds will be what is likely required from the developer as a completion obligation. I would like to remind the board that although the amenity center was included in the prior project it was specifically exempted from the completion obligation of the developer in the completion agreement; meaning that there was never any intent the developer would have to fund the entire

amount of the amenity center; that was always anticipated to be partially funded by one bond series and partially funded by another bond series.

On MOTION by Ms. Bock seconded by Mr. O'Reilly with all in favor the use of the Armstrong Community Development District supplemental engineer's report for the series 2019 project as may be amended and approved by the chairman in connection with the bond issuance was authorized.

B. Supplemental Special Assessment Methodology Report Series 2019

Mr. Oliver stated next is the supplemental special assessment methodology report series 2019. This is to be revised based on the engineer's report that he just reviewed.

The first section is the executive summary and the narrative and past page 7 there is a series of tables. Table 1 is the land use and the 283 units are broken down by product types. Table 2 shows the bond proceeds of \$5.4 million and this will likely change based on the discussion we just had regarding the engineer's report. The table shows the 30-year bond estimated at 5% interest, with a capitalized interest period of one year. Table 3 lists the per unit par debt by product type. On Table 4, the far right column multiplies the lot types by the number of units and shows the total bond debt for those units. Again, this is subject to change.

Ms. Buchanan stated we will update it to include the additional amenity center costs in the cost estimate but the reality is because you were only intending to fund approximately \$5.5 million out of the \$11 million project the assessments in here probably won't change that much unless you get a much better interest rate. That is the one factor that could still cause adjustment of these numbers.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor the supplemental special assessment methodology report series 2019 was approved.

C. Consideration of Resolution 2019-11 Delegated Award Resolution Series 2019 Bonds

Mr. Dame stated I will go through this resolution fairly quickly since most of us have seen these delegating award resolutions before. The bonds were authorized at \$30 million in connection with the creation and original validation of the bonds. We issued just under \$7 million in bonds before and this will be the second issuance to fund projects. The resolution supplements the bond

resolution and provides just the details for this series of bonds. It basically authorizes up to \$10 million, at this point is in the resolution, it authorizes the use of the supplemental indenture, it authorizes a negotiated sale of the bonds to FMS Bonds making findings it is to the benefit of the district to do a negotiated rather than a public sale because of the efficiencies of the negotiated process for CDDs and other unrated bonds. It approves the form of a preliminary limited offering memorandum, approves continuing disclosure agreement, approves the form of a bond purchase contract. In section 5 on page 3 the bond purchase agreement and delegation parameters are set forth and you delegate to the chairman the authority to sign a bond purchase contract as long as the terms of the bond do not exceed these parameters. The parameters being: the principal doesn't exceed \$10 million, the interest does not exceed the maximum rate permitted by law, which at this point is about 6.23%, that changes monthly so if we sign this in September it will change a little bit, it is 3 percentage points over index but it will still be in the 6 ¼ or 6 ½% range, the underwriters discount not to exceed 2%, the bonds subject to optional redemption not later than November 2033, the final maturity shall not be later than 2050. So long as the bonds get priced within those parameters the chairman is delegated the authority to approve and award the bonds to FMS Bonds. It broadly authorizes the staff and consultants that you hired to go forth and do everything necessary to issue the bonds.

Mr. O'Reilly stated I would like to suggest we increase the limit from \$10 million to \$12 million given that we are changing Table 2 in the engineer's methodology.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor Resolution 2019-11 was approved as amended increasing the limit from \$10 million to \$12 million.

SIXTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Ratification of Funding Request No. 37 (General Fund)

Mr. Oliver stated the funding request is in the amount of \$13,891.48 and is split between two parties.

Mr. O'Reilly stated I was going to ask about the lift station reimbursement.

Ms. Buchanan stated at the last meeting he said it was in the mail but if you haven't received it yet, I am happy to follow-up.

Mr. O'Reilly stated I would have to ask Patti or Jim if it came in. There is landscaping shared costs still but that will be in perpetuity for Tynes 1A. I would ask counsel if we could do a separate resolution for that agreement outside of this so we don't mix the two.

Ms. Buchanan stated that is fine. Is it time for that agreement to come into play so we want to authorize it in substantial form so we can get it drafted and prepared before your next meeting?

Mr. O'Reilly stated yes.

Ms. Buchanan stated so the board is clear there is a portion of the road that runs through the district and a portion that still supports the commercial area that was removed from the district's boundaries. Since it is the same roadway our district doesn't want to be responsible for the cost that would potentially benefit the commercial area. The commercial area has agreed to share the cost so this is a cost share agreement for the landscape maintenance. Are we going to allocate costs based on linear foot?

Mr. O'Reilly stated we are going to have to ask the landscape company to break out the right of way maintenance cost versus the Greyhawk Amenity and the other pocket park maintenance cost and we will prorate it. They have verbally agreed to that concept. It is just a matter of putting it on paper.

Mr. Taylor asked is that landscaping only?

Mr. O'Reilly stated and irrigation.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor the chairman was authorized to negotiate and execute a cost share agreement with the commercial property owners' association or what other entity the developer feels appropriate for landscape maintenance and irrigation costs for that portion of Tynes Boulevard 1A.

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor funding request no. 37 in the amount of \$13,891.48 from the general fund was ratified.

EIGHTH ORDER OF BUSINESS

**Next Scheduled Meeting – 09/12/19 at 3:30
p.m. at the Plantation Oaks Amenity Center**

Mr. Oliver stated the next meeting is September 12th.

Ms. Buchanan stated I don't think we are going to need the September 12th meeting. I can't recall if that was planned to continue this meeting to that date or whether it was noticed already. I think what we would like to request is that the board check their availability for a continued meeting in the last week of September.

It was the consensus of the board to continue the meeting to September 26th.

On MOTION by Ms. Bock seconded by Mr. O'Reilly with all in favor the meeting was continued to September 26, 2019 at 9:30 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

FOURTH ORDER OF BUSINESS

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, established pursuant to the provisions of Chapter 190, Florida Statutes, whose address is Attn: Government Management Services LLC(GMS) 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter referred to as "THE DISTRICT," and the Clay County Tax Collector, a constitutional officer of the State of Florida, whose address is Clay County Administration Building, 477 Houston Street, 1st Floor, Green Cove Springs, Florida 32043, hereinafter referred to as the "TAX COLLECTOR".

WITNESSETH:

WHEREAS, THE DISTRICT is authorized to impose special assessments or non-ad valorem assessments and by Ordinance No. 2018-40 adopted on August 14, 2018, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments (hereinafter referred to as the "Uniform Collection Method"), as authorized by Section 197.3632 Florida Statutes, as amended; and

WHEREAS, the Uniform Collection Method, with its enforcement provisions including the sale of tax certificates and issuance of tax deeds in the event of any delinquencies, is fairer to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the TAX COLLECTOR which will produce positive economic benefits to THE DISTRICT; and

WHEREAS, the Uniform Collection Method will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2) Florida Statutes, provide that THE DISTRICT shall enter into a written agreement with the TAX COLLECTOR for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632 (7) Florida Statutes, provides that THE DISTRICT shall bear all costs associated with any separate notice in the event the TAX COLLECTOR is unable to merge THE DISTRICT's non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8c), Florida Statutes, provides that THE DISTRICT shall compensate the TAX COLLECTOR for the costs of collecting its non-ad valorem assessments;

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the TAX COLLECTOR shall collect and enforce the collection of those certain non-ad valorem assessments levied by THE DISTRICT (including reimbursement by THE DISTRICT to the TAX COLLECTOR for costs of collection) pursuant to the Uniform Collection Method, as provided by Section 197.3632(8c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by THE DISTRICT pursuant to Section 197.3632(7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms supplies, data processing, computer equipment, postage and programming attendant to the collection and enforcement duties imposed upon the TAX COLLECTOR by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

ARTICLE II

Term

The term of this Agreement shall commence on the date of signature and shall run through December 31, 2019, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless THE DISTRICT shall inform the TAX COLLECTOR, as well as the

Clay County Property Appraiser and the Florida Department of Revenue, by January 10 that THE DISTRICT intends to discontinue using the Uniform Collection Method.

ARTICLE III

Compliance with Laws and Regulations

The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinances promulgated by THE DISTRICT, not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to these statutes by the Florida Department of Revenue.

ARTICLE IV

Duties and Responsibilities of THE DISTRICT

THE DISTRICT agrees, covenants and contracts to:

- (a) Reimburse the TAX COLLECTOR for actual necessary costs not to exceed two (2) percent of collections, for the collection and enforcement of the applicable non-ad valorem assessment by the TAX COLLECTOR under the new uniform law, pursuant to Section 197.3632(2), (8c), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (b) To pay for or alternatively to reimburse the TAX COLLECTOR for any separate tax notice necessitated by the inability of the TAX COLLECTOR to merge the non-ad valorem assessment roll certified by THE DISTRICT pursuant to Section 197.3632(7), Florida Statutes;
- (c) THE DISTRICT, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the new Uniform Collection Method as required by Sections 197.3632 and 197.3635, Florida Statutes, and applicable rules duly promulgated by the Department of Revenue.
- (d) By September 15th of each calendar year, the chairperson of the governing board of THE DISTRICT, or his or her designee, shall officially certify to the TAX

COLLECTOR the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. THE DISTRICT shall post the non-ad valorem assessment for each parcel on the said non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free to errors and omissions. THE DISTRICT shall inform the TAX COLLECTOR, as well as the Property Appraiser and the Department of Revenue by January 10 if it intends to discontinue using the Uniform Collection Method.

- (e) THE DISTRICT agrees to cooperate with the TAX COLLECTOR to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

Duties and Responsibilities of the TAX COLLECTOR

- (a) The TAX COLLECTOR shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for THE DISTRICT, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, as amended; and their successor rules, promulgated by the Department of Revenue, and in accordance with specific ordinances or resolutions adopted by THE DISTRICT, so long as said ordinances and resolutions shall clearly state an intent to use the Uniform Collection Method for the collection of such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
- (b) The TAX COLLECTOR shall collect the non-ad valorem assessments of THE DISTRICT as certified to the TAX COLLECTOR no later than September 15th of

each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue;

- (c) The TAX COLLECTOR agrees to cooperate with THE DISTRICT in implementation of the Uniform Collection Method for collecting and enforcing non-ad valorem assessments pursuant to Sections 197.363 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The TAX COLLECTOR shall not accept any such non-ad valorem assessment roll that is not officially certified to the TAX COLLECTOR by September 15th of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.
- (d) If the TAX COLLECTOR discovers errors or omissions on such roll, he/she may request THE DISTRICT to file a corrected roll or a correction of the amount of any assessment and THE DISTRICT shall bear the cost of any such error or omission.
- (e) If the TAX COLLECTOR determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the TAX COLLECTOR shall either mail a separate notice of the particular non-ad valorem assessment or shall direct THE DISTRICT to mail such a separate notice. In making this decision, the TAX COLLECTOR shall consider all costs to THE DISTRICT and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, THE DISTRICT shall bear all costs associated with the separate notice for the non-ad valorem assessment that could not be merged, upon timely billing by the TAX COLLECTOR.
- (f) The TAX COLLECTOR shall perform all other duties as are required by statute or rule, as amended, to implement the Uniform Collection Method in relation to special assessments or no-ad valorem assessments that may be imposed by THE DISTRICT.

- (g) "In the event that or it appears, at any time, that the methodology of the Uniform Collection Method under Section 197.3632, F.S. is not being utilized by THE DISTRICT, or THE DISTRICT does not comply with the requirements of Section 197.3632, F.S. then the Property Appraiser may terminate this agreement and shall not be obligated to perform any services under this Agreement, and shall notify THE DISTRICT of same".

ARTICLE VI

Miscellaneous

- (a) Any notices concerning the terms of this agreement or its implementation shall be furnished to:

CLAY COUNTY TAX COLLECTOR
Clay County Administration Building
477 Houston Street, 1st Floor
Green Cove Springs, Florida 32043

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
Attn: Government Managements Services LLC (GMS)
475 West Town Place, Suite 114
St. Augustine, Florida 32092

- (b) In the event any provision of this agreement is found unlawful or otherwise enforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.
- (c) This agreement contains the full and complete agreement of the parties hereto and no amendments to this agreement shall be of any force or effect unless they are agreed to separately in writing.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESSED:

CLAY COUNTY TAX COLLECTOR

BY: _____
Jimmy Weeks, Clay County Tax
Collector

Date: _____

WITNESSED:

ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
Chairman, Board of Supervisors
Armstrong Community
Development District

Date: _____

FIFTH ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

September 6, 2019

Board of Supervisors
Attn: Patti Powers
Armstrong Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Armstrong Community Development District, Clay County, Florida (the "District") for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Armstrong Community Development District for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2019 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, if applicable. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Grau & Associates does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

GMS-SF, LLC
5385 N NOB HILL ROAD
SUNRISE, FL 33351
TELEPHONE: 954-721-8681

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fees for these services will not exceed \$5,700 for the September 30, 2019 audit and \$5,800 for the September 30, 2020 audit unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Armstrong Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Armstrong Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

SIXTH ORDER OF BUSINESS



2504 NW 71 Place
Gainesville, FL 32653
Tel: 352-371-1417
Fax: 352-338-1018
License No.: CGC057622
www.schererconstruction.com

CHANGE PROPOSAL #018

August 14, 2019

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

Attn: Gregg Kern
Subject: Change Proposal #018 – Pocket Parks Deduct
Project: Greyhawk Amenity

Please accept our change for credit associated with removal of the (5) qty pocket parks.

The cost of the work is: \$-66,994.40

Attached:

- Cost detail breakdown

If you have any questions, please feel free to contact me.

Respectfully,
Scherer Construction of North Florida, LLC

A handwritten signature in black ink, appearing to read 'Erik Otte', written over a horizontal line.

Erik Otte
Project Manager



Cost Proposal #018

Project: Grayhawk Amenity
Scherer Project 18-862

August 14, 2019

Description of Work: Pocket parks deduct

ITEM	QTY	UNIT	U/L	LABOR	U/M	MATERIAL	U/S	SUB	TOTAL
Pocket Parks Deduct	1	LS					-\$60,904.00	-\$60,904.00 \$0.00	-\$60,904.00
Subtotal				\$0.00		\$0.00		-\$60,904.00	-\$60,904.00
Labor Burden @ 38%									\$0.00
Material Tax @ 6%									\$0.00
Subtotal									-\$60,904.00
Profit & Overhead @ 10%									-\$6,090.40
Bond & Insurance @ 0.085%									\$0.00
TOTAL									-\$66,994.40



2504 NW 71st Place
Gainesville, FL 32653
Phone: 352.371.1417
Fax: 352.338.1018

License No.: CGC057622

www.schererconstruction.com

Owner Change Order

Change Order Number: 00000018

Project Number: 18660

Date: 8/15/2019




Contract Date: 8/13/2018

To:	Project:
ARMSTRONG CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE FL 32092	GREYHAWK AMENITY

Description of Change:

Original Contract Sum:	\$2,215,380.00
Net Change By Previously Authorized Change Orders:	\$286,828.25
Contract Sum Prior To This Change Order:	\$2,502,208.25
Net Change Of This Change Order:	(\$66,994.40)
New Contract Sum Including This Change Order:	\$2,435,213.85

Accepted By:

<div>SCHERER CONSTRUCTION OF NORTH FLORIDA, LLC</div> <div>Contractor (Company)</div> <div></div> <div>ERIK OTTE</div> <div>8/20/19</div> <div>Date</div>	<div>ARMSTRONG CDD</div> <div>Owner (Company)</div> <div></div> <div>9/16/19</div> <div>Date</div>	<div></div> <div>Architect (Company)</div> <div>Basham & Lucas Design Group</div> <div>9/17/19</div> <div>Date</div>
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SEVENTH ORDER OF BUSINESS

A.

**AGREEMENT BETWEEN THE ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT AND GREYHAWK VENTURE, LLC,
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT ("Agreement") is made and entered into, by and between:

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

GREYHAWK VENTURE, LLC, a Florida limited liability company, whose address is 7807 Baymeadows Road East, Ste. #205, Jacksonville, Florida 32256 ("**Landowner**").

RECITALS

WHEREAS, the District was established by Ordinance No. 2016-23 adopted by 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 ("**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, 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 the owner of certain lands in unincorporated Clay County, Florida, located within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Engineer's Report*, dated January 11, 2017, as supplemented by the District's *Supplemental Engineer's Report*, dated _____, 2019 ("**Engineer's Report**"), attached to this Agreement as **Exhibit A ("Series 2019A Project")**; and

WHEREAS, the District intends to finance a portion of the Series 2019A Project through the use of proceeds from the anticipated sale of \$_____ in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A ("**Series 2019A Bonds**"); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Series 2019A Project ("**Work**

Product"); or (ii) construction and/or installation of all of the improvements comprising the Series 2019A Project ("**Improvements**"); and

WHEREAS, the District acknowledges the Landowner's need to commence or cause commencement of development of the lands within the District in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advance funded certain of the Work Product and/or Improvements, and, pursuant to a completion agreement being entered into between the District and Landowner concurrent herewith, Landowner has agreed to cause funds to be advanced and/or the Improvements to be completed to the extent that the proceeds of the Series 2019A Bonds are insufficient to do so; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") from Landowner.

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

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

2. **WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon ("**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Series 2019A Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the

availability of proceeds from the Series 2019A Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Series 2019A Bonds ("**Trustee**").

- c. ***Conveyances on "As Is" Basis*** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. In addition, the Landowner agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. ***Right to Rely on Work Product and Releases*** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided that Landowner may make such release on a non-exclusive basis to the extent that Landowner reasonably determines that Landowner requires such rights in connection with the ownership or operation of the lands owned by Landowner within the District and/or the future sale of lots within the District. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.
- e. ***Transfers to Third Party Governments*** – If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties,

and/or forms of security as may be required by that governmental body, if any.

- f. **Permits** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement, provided that the District or such governmental entity accepts the associated operation and maintenance obligations.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Series 2019A Project; (ii) the price for such Work Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. **CONVEYANCE OF REAL PROPERTY.** The Landowner agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Series 2019A Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Real Property that have been, or will be, funded by the District.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are

constructed as the District deems acceptable, such as non-exclusive easement interests.

- c. ***Landowner Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to enable the construction by third parties of any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction vehicle ingress and egress relating to the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay or cause a third party to pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner

agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

- ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. **ACQUISITIONS AND BOND PROCEEDS.** The District shall in good faith pursue the issuance of the Series 2019A Bonds to finance a portion of the Series 2019A Project and may in the future, and in its sole discretion, elect to issue additional bonds ("**Future Bonds**") that may be used to finance portions of work acquired hereunder that are not financed with the Series 2019A Bonds. In the event the District issues the Series 2019A Bonds (or any Future Bonds) and has bond proceeds available to pay for any portion of the Series 2019A Project acquired by the District, and subject to the terms of the applicable documents relating to the Series 2019A Bonds (or any Future Bonds, as applicable), then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not

make payment to the Landowner for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

7. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement 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.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. Additionally, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2019A Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement 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; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

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

A. If to 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 Landowner:

Greyhawk Venture, LLC
7807 Baymeadows Road East, Ste. #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 Agreement, 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 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. 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.

11. ARM'S LENGTH TRANSACTION. This Agreement 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 Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, 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.

12. THIRD PARTY BENEFICIARIES. This Agreement 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 Agreement. Nothing in this Agreement 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 Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2019A Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2019A Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting on behalf of and at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2019A Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

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

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

17. 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 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 by sovereign immunity or by other operation of law.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

20. EFFECTIVE DATE. This Agreement shall be effective _____, 2019.

WHEREFORE, the parties below execute the Acquisition Agreement.

Attest:

**ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Designated Member, Board of Supervisors

GREYHAWK VENTURE, LLC

Witness

By: Michael Taylor
Its: Vice President

Exhibit A: *Supplemental Engineers Report*, dated _____, 2019

Exhibit A:
Supplemental Engineer's Report, dated _____, 2019

B.

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 ("**Assignment**") is made and entered 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 ("**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 ("**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 ("**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 ("**Series 2019A Project**"), as described in that certain *Engineer's Report*, dated January 11, 2017, as supplemented by the District's *Supplemental Engineer's Report* dated _____, 2019 (collectively, "**Engineer's Report**"); and

WHEREAS, the cost of Series 2019A Project is in the amount of approximately \$ _____; and

WHEREAS, the District intends to finance a portion of the Series 2019A Project through the anticipated issuance of \$ _____ in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A ("**Series 2019A Bonds**"); and

WHEREAS, pursuant to Resolutions 2017-04, 2017-05, 2017-09 and 2019-____, the District has imposed special assessments (“**Series 2019A Assessments**”) on certain lands within the District (“**Assessment Area 2**”) to secure the repayment of the Series 2019A Bonds; and

WHEREAS, the Landowner is the owner of and maintains development rights as to those lands within Assessment Area 2, 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 (“**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 2 and the Series 2019A Project (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate that Assessment Area 2 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 2019A Special Assessment Revenue Bonds Assessment Area 2*, dated _____, 2019 (together, “**2019 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 (“**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2019A Assessments securing the Series 2019A 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 2019A Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

WHEREAS, as an inducement to the District to issue its Series 2019A Bonds, it is necessary to require the assignment to the District of the Development and Contract Rights to complete the Series 2019A Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the 2019A Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Series 2019A Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the 2019A 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 2019A 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 2019A 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 2019A 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 (“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 2019A 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 2019A Project or Assessment Area 2. 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 2019A 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 2019A 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 2 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 2, 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 ("**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 2019A 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 2019A 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 (“**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 2019A 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 ("**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 2019A 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 2019A 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 ("**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 2019A Bonds ("**Trustee**"), acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2019A 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

2019A 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 2019A 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 Agreement shall be effective _____, 2019.

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed.

WITNESSES:

GREYHAWK VENTURE, LLC, a Florida
limited liability company

Witness Signature

Printed name: _____

By: Michael Taylor

Its: Vice President

Witness Signature

Printed name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October ____, 2019, 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 of Notary Public

Printed Name of Notary Public

WITNESSES:

**ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name: _____

Chairman, Board of Supervisors

Witness Signature

Printed name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October _____, 2019, 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 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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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

second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds

East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet; 3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

C.

**AGREEMENT BETWEEN ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT AND GREYHAWK VENTURE, LLC,
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into, by and among:

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

GREYHAWK VENTURE, LLC, a Florida limited liability company, whose address is 7807 Baymeadows Road East, Ste. #205, Jacksonville, Florida 32256 (“**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance of Clay County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, transportation improvements, water, sewer, and re-use facilities, stormwater management facilities, entry features, landscaping and signage, recreational improvements, and other infrastructure projects authorized by Chapter 190, Florida Statutes; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, “**Improvements**”), which plan is detailed in the *Engineer’s Report*, dated January 11, 2017 (“**Capital Improvement Plan**”), as supplemented by the District’s *Supplemental Engineer’s Report* dated _____, 2019 (“**Supplemental Engineer’s Report**”) attached to this Resolution as **Exhibit A**; and

WHEREAS, the Improvements described in the Supplemental Engineer’s Report make up all of the infrastructure improvements necessary to fully develop the certain real property within the boundaries of the District and as further described in **Exhibit B** attached hereto (“**Assessment Area 2**”), for an anticipated 283 units (“**Series 2019A Project**”); and

WHEREAS, the District has imposed a special assessment lien on Assessment Area 2 to secure financing for the construction of the Series 2019A Project; and

WHEREAS, the District intends to fund the Capital Improvement Plan, including the Series 2019A Project, through the use of proceeds from issuances of special assessment revenue bonds (“**Bonds**”); and

WHEREAS, the District presently intends to issue Special Assessment Revenue Bonds, Series 2019A, to fund the Series 2019A Project ("**Series 2019A Bonds**"); and

WHEREAS, in order to ensure that the Series 2019A Project is completed and funded in a timely manner, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its proceeds from the Series 2019A Bonds to construct the Series 2019A Project, should the existing proceeds be insufficient to complete the Series 2019A Project, the Landowner will make provision for any additional funds that may be needed for the completion of the Series 2019A Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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 Agreement.

2. **COMPLETION OF SERIES 2019A PROJECT.** The Landowner and District agree that, as long as the District uses its net proceeds from the Series 2019A Bonds to construct the Series 2019A Project, as may be amended from time to time, should the District be unable to complete the Series 2019A Project with its existing proceeds the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Series 2019A Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District, whether by way of the Series 2019A Bonds or any Bonds issued in the future. The Landowner hereby acknowledges and agrees that the District is under no obligation to issue Bonds in the future; provided, however, that Landowner's obligations under this Agreement are conditioned upon the District's issuance of the Series 2019A Bonds.

(a) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by

the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the Series 2019A Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Supplemental Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(e) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Supplemental Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Improvements shall be made by a written amendment to the Supplemental Engineer's Report, which shall include an estimate of the cost of the changes, and which material changes shall require Landowner consent. Such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the Improvements are materially changed in response to a requirement imposed by a regulatory agency, provided, however, that the District agrees to give the Landowner written notice of such material change and to reasonably cooperate with the Landowner to minimize the impact thereof. Material changes must be approved by the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding provided however, that changes required by a governmental agency may be made without prior consent.

3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance (but excluding punitive, special or consequential damages). Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement 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.

5. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. This Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2019A Bonds then outstanding.

6. AUTHORIZATION. The execution of this Agreement 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, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

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

A. If to 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 Landowner: Greyhawk Venture, LLC
7807 Baymeadows Road East, Ste. # 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 Agreement, 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 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 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.

8. ARM'S LENGTH TRANSACTION. This Agreement 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 Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, 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.

9. THIRD PARTY BENEFICIARIES. This Agreement 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 Agreement. Nothing in this Agreement 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 Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2019A Bonds, on behalf of the 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.

10. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding. Such consent shall not be required in the event of Landowner's sale of the majority of Assessment Area 2 then owned by the Landowner subject to the assessments, provided the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement as to the portion of Assessment Area 2 then sold. However, Landowner shall remain at all times obligated for its portion of the Series 2019A Project not assigned and assumed by an unaffiliated purchaser.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Landowner.

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

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

15. 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, 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.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

18. EFFECTIVE DATE. This Agreement shall be effective _____, 2019.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties execute this Completion Agreement.

Attest:

**ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Designated Member, Board of Supervisors

GREYHAWK VENTURE, LLC

Witness

By: Michael Taylor
Its: Vice President

Exhibit A: *Supplemental Engineer's Report* dated _____, 2019

Exhibit B: Legal Description of Assessment Area 2

Exhibit A:
Supplemental Engineer's Report dated _____, 2019

Exhibit B:
Legal Description of Assessment Area 2

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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds

West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet; 3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

D.

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 2019A ASSESSMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into 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 (“**District**”); and

GREYHAWK VENTURE, LLC, a Florida limited liability company, and primary landowner of lands within the District (together with its successors and assigns, “**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 (“**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** (“**Assessment Area 2 Lands**”) which comprise Assessment Area 2 (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 ("**Series 2019A Project**"), as detailed in the *Engineer's Report*, dated January 11, 2017, as supplemented by the District's *Supplemental Engineer's Report*, dated _____, 2019 ("**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 2019A Project through the use of proceeds from the anticipated sale of \$_____ in aggregate principal amount of Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2) ("**Series 2019A Bonds**"); and

WHEREAS, pursuant to District Resolution Nos. 2017-04, 2017-05, 2017-09 and 2019-____, ("**2019A Assessment Resolutions**"), the District imposed special assessments on the Assessment Area 2 Lands ("**Assessment Area 2**") to secure the repayment of the Series 2019A Bonds ("**Series 2019A Assessments**"); and

WHEREAS, Landowner agrees that all of the Assessment Area 2 Lands benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2019A Project; and

WHEREAS, Landowner agrees that the Series 2019A Assessments which were imposed on the Assessment Area 2 Lands have been validly imposed and constitute valid, legal and binding liens upon the Assessment Area 2 Lands, which Series 2019A 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 2019A Assessments on the Assessment Area 2 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 2019A Special Assessment Revenue Bonds Assessment Area 2* dated _____, 2019 (together, "**Assessment Report**"), provides that as Assessment Area 2 Lands are platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area 2 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 2 Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that Assessment Area 2 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 Assessment Report; and

WHEREAS, the 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 2019A 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 Assessment Report (which payments shall collectively be referenced as "**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 2019A 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 2019A 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 2019A Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2019A Assessments collected by mailed notice of the District, said unpaid Series 2019A 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 2 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 2 Lands until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Series 2019A 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 eighty three (283) single-family residential dwelling units, as more specifically described by unit size/number in the Assessment Report, will be constructed within Assessment Area 2.

B. *Process for Reallocation of Assessments.* The Series 2019A Assessments will initially be levied on a per acre basis in Assessment Area 2 and will be reallocated as lands are platted into dwelling units ("**Reallocation**"). In connection with such platting of acreage within Assessment Area 2, the Series 2019A 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 2019A Assessments to the residential product types being platted and the remaining property in accordance with the 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 2019A Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within Assessment Area 2, 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 2019A Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation as to the Assessment Area 2 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 2019A 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 2 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 2 Lands exceeds the maximum debt per developable acre of \$ _____ for the Series 2019A Assessments, and if it is, a debt reduction payment in the amount of such excess debt per developable acre ("**True-Up Payment**") shall become immediately due and payable by Landowner that tax year in accordance with the 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 2019A

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 2 is \$_____ for the Series 2019A 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 2019A 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 2019A Assessments to platted units, including the making of the True-Up Payment, as set forth in the 2019A 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 2 Lands, binding upon Landowner and its successors and assigns as to the Assessment Area 2 Lands or portions thereof, and any transferee of any portion of the Assessment Area 2 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 2 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 re-platting;
 - (ii) Platted and fully developed lots to end users; and
 - (iii) Portions of the Assessment Area 2 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 2 Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the Assessment Area 2 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 2 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 (“**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 2 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 2 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 2019A Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2019A 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 2019A Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2019A 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 2019A Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2019A 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 2019A 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 be effective _____, 2019.

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

Witness Signature

Printed name: _____

By: Michael Taylor

Its: Vice President

Witness Signature

Printed name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, 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 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:

**ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed name: _____

Designated Member, Board of Supervisors

Witness Signature
Printed name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, 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 of Notary Public

Printed Name of Notary Public

Exhibit A: Description of Assessment Area 2

Exhibit A:
Description of Assessment Area 2

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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81

feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet; 3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

EIGHTH ORDER OF BUSINESS

A.

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT SERIES 2019 PROJECT

Prepared for

Board of Supervisors
ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

Prepared by

ENGLAND-THIMS & MILLER, INC.
John Zachary Brecht, P.E.
14775 Old St. Augustine Road
Jacksonville, FL 32258
(904) 642-8990

September 30, 2019

ETM No.: 19-207

PURPOSE

This report has been prepared as a supplement to the original Improvement Plan dated January 11, 2017, for the Armstrong Community Development District ("District") to describe the scope of the portion of the Capital Improvement Plan to be financed with the District's Series 2019 Special Assessment Revenue Bonds ("Series 2019 Project"). ^{FN1}

SERIES 2019 PROJECT

The Series 2019 Project includes infrastructure to serve 283 residential lots that lay within Assessment Area 2 as described in Exhibit A, and depicted on Exhibit "B".

The total development summary for the District is provided in Table 1, below.

TABLE 1				
DEVELOPMENT SUMMARY				
	43' LOTS	53' LOTS	63' LOTS	TOTALS
Assessment Area 1	51	73	76	200
Assessment Area 2	85	147	51	283
TOTALS	136	220	127	483

The Series 2019 Project will consist of a system of roadway improvements, stormwater management systems, utilities, and neighborhood parks. Table 2 below summarizes the improvements and their estimated costs.

TABLE 2	
OPINION OF PROBABLE COSTS – SERIES 2019 PROJECT	
ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT ¹	
ITEM	AMOUNT
Stormwater Management Systems	\$1,370,435
Roadway System	\$2,831,295
Utilities (Water, Sewer, Reuse and Electric)	\$2,742,880
Neighborhood Parks	\$ 300,000
Amenity Center	\$2,530,012
Professional Services	\$ 233,920
Contingency (10%)	\$ 977,462
TOTAL	\$10,986,004

^{FN1} - On August 14, 2018, the District's boundaries were contracted by Clay County Ordinance 2018-40. Now Assessment Area 1 (as previously identified in the Supplement Engineer's Report dated August 17, 2017 and the Supplemental Assessment Methodology Report dated August 17, 2017) and Assessment Area 2 comprises all of the remaining developable land within the District's boundaries.

¹ Refer to Exhibit C for Basis of Opinion of Probable Costs.

The system of improvements includes:

The stormwater management systems will consist of the construction of stormwater management facilities that will collect stormwater runoff from Assessment Area 2 and roadway rights of way, as well as the construction of stormwater pipes and structures that will collect stormwater runoff and convey it into the stormwater management facilities.

An internal roadway system to provide access throughout Assessment Area 2 of the District will be constructed in accordance with Clay County standards. It will include the construction/installation of sidewalks, landscaping, and underdrains. Disturbed areas within the rights of way that are outside of the paved areas will be landscaped, sodded and/or seeded and mulched to provide erosion and sediment control in accordance with the Stormwater Pollution Prevention Plan. The District also intends to construct monuments and signage as part of the system. Site preparation for underground electrical and street lighting is also included within the rights-of-way and utility easements. Upon completion of the improvements, the District expects to dedicate the roadways to Clay County.

Certain park and common area landscape/hardscape improvements are intended to be constructed within the limits of Assessment Area 2. These improvements will be designed and constructed to Clay County standards and will be owned and maintained by the District.

The District has constructed and opened the Amenity Center. The Amenity Center was partially funded with proceeds from the Series 2017 Bonds issued by the District. The developer funded approximately \$2,530,012 of the total cost of the Amenity Center, and anticipates that the District will repay such funds from proceeds from the Series 2019A Bonds as contemplated by the Completion Agreement between the District and the developer dated September 28, 2017. As part of the Series 2019A Project, the District may also construct or install additional amenity enhancements within the District which may include irrigation, shade structures, pavilions, and decorative lighting.

The water, sewer and reuse systems will serve Assessment Area 2. Both potable and reuse water distribution systems will be constructed, as well as sanitary sewer collection systems.

The infrastructure contained in this Report reflects the present intentions of the District. However, the Series 2019 Project may be subject to modification in the future. The implementation of any improvement outlined within the Series 2019 Project requires final approval by the District's Board of Supervisors.

PERMIT STATUS

A permit for Assessment Area 2 has been issued by St. Johns River Water Management District (SJRWMD) and Clay County. The permit application for Clay County Utility Authority is currently under review, with issuance anticipated at the beginning of October, 2019. The current status of the regulatory permits is reflected in Exhibit D. It is our opinion that there are no technical reasons that would prohibit the implementation of the plans presented herein and that all permits/approvals not already issued but are necessary for the Series 2019 Project should be obtained in the ordinary course of development.

CONCLUSION

It is our opinion that: (1) the estimated cost of the Series 2019 Project set forth herein is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) the Series 2019 Project is feasible; and (3) Assessment Area 2 will receive a special benefit from the Series 2019 Project that is at least equal to such costs.

EXHIBIT "A"
ASSESSMENT AREA 2 LEGAL DESCRIPTION

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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16

degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run

the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet;

3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of

South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

EXHIBIT 'B'

EXHIBIT "C"

BASIS OF COST ESTIMATES

The following is the basis for the opinion of probable costs:

- Water, Sewer and Reuse Facilities are designed in accordance with CCUA and FDEP Standards.
- Master Stormwater design was prepared in accordance with Clay County and SJRWMD requirements.
- Jurisdictional wetland determinations have been completed for this project.
- Costs utilized for paving, grading, water, sewer, and stormwater were obtained from the actual bids received for this Series 2019 Project.
- No costs have been included for relocating any existing utilities, which may be encountered during construction, or any offsite improvements.
- Cost estimates for the roadway system, stormwater management systems, and utility systems contained in this report have been prepared based on actual bids received for this Series 2019 Project. England-Thims & Miller, Inc. believes these estimates to be accurate based upon the available information, however, actual costs may vary based on final approvals from regulatory agencies.

EXHIBIT "D"
PERMIT
STATUS
Greyhawk - Phases 2 and 3
10/1/2019

Item #	Permit Agency	File Number / Permit Number	Description	Grantor	Grantee	Issue Date	Expiration
1	ACOE	SAJ-2016-03476 (NW-RPR)	Nationwide Permit	ACOE	East West Partners	03/22/17	03/18/22
2	Florida Fish & Wildlife	CLA-045 / Clay County	Incidental Takings Permit (ITP) - 322.27 acres	Florida Fish & Wildlife	East West Partners	09/09/04	
3	SJRWMD	Eagle Landing PH 6 - 65850-121	Original Permit	SJRWMD	East West Partners	04/10/07	
4	SJRWMD	40-019-65850-121	General Permit Eagle Landing PH 6	SJRWMD	East West Partners	11/16/10	
5	SJRWMD	40-019-65850-121	General Permit Eagle Landing PH 6 - Correction	SJRWMD	East West Partners	09/27/11	
6	SJRWMD	Eagle Landing PH 6 - 65850-121 (Item 1316063)	Permit Extension per Executive Order 16-205 (Hermine)	SJRWMD	East West Partners	11/08/16	01/10/23
7	SJRWMD	Eagle Landing PH 6 - 65850-159	ERP Permit Modification	SJRWMD	Armstrong Ventures, LLC	8/25/19	8/25/24
8	SJRWMD	ORB 2937 Page 184-199	Conservation Easement - Upland Buffers	Armstrong Venture, LLC	SJRWMD	08/20/06	
9	SJRWMD	ORB 3882 Page 305-313	Conservation Easement	Armstrong Venture, LLC	SJRWMD	07/05/16	
10	SJRWMD	ERP 40-019-65850-183	Individual Permit	SJRWMD	Armstrong CDD	05/21/19	05/21/24
11	Clay County	No. RES-SP-2019-003	Phases 2 and 3 - Construction Plan Approval	Clay County	Greyhawk	09/27/19	09/27/21
12	Clay County Utility Authority (CCUA)	No. RES-SP-2019-003	Phases 2 and 3 - Construction Plan Approval	Clay County Utility Authority	Greyhawk		
13	Florida State of Historic Preservation Office	40-019-65850-121	SHPO Clearance Letter - Eagle Landing PH 5 and PH 6	SHPO	SJRWMD	11/19/10	
14	FDEP		Water Distribution System Permit	FDEP			
15	FDEP		Sanitary Sewer Collection System Permit	FDEP			

B.

Armstrong Community Development District

**Supplemental Special Assessment Methodology Report
for the Series 2019A Special Assessment Revenue Bonds
Assessment Area 2 – Final Numbers**

October 9, 2019

Prepared by

Governmental Management Services, LLC

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Exhibit A Assessment Area 2 - Legal description

Exhibit B Map Assessment Area 2

1.0 Introduction

1.1 Executive Summary

1.1.1 The District

Armstrong Community Development District (the "District"), a local unit of special-purpose government, was established by Clay County Florida on July 15, 2016 and contracted by boundary amendment on August 14, 2018. The District encompasses approximately 201.04 acres of land located within the unincorporated area of Clay County, Florida, and was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of major infrastructure necessary for development to occur within the District.

The single family development planned within the District is a master planned, amenitized, residential community. The planned development will include 483 single family residential units.

1.1.2 Assessment Areas

The District has created two (2) separate single family Assessment Areas to carry out its financing program.

Assessment Area 1, which is subject to the levy of the 2017 Assessments, securing the 2017 Bonds, consists of approximately 62.28 acres and is planned for 200 residential lots.

Assessment Area 2, will be made subject to the levy of the 2019 Assessments, securing the 2019 Bonds, consists of approximately 105.47 acres and is planned for 283 residential lots.

1.2 Special Benefits and General Benefits

Improvements undertaken by the District as described in the Capital Improvement Plan ("CIP") create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

As contained in the 9/30/19 Supplemental Engineers Report the benefit from the CIP is \$10,986,004 of construction costs for the Series 2019 Project. Because the CIP is a system of improvements, the additional improvements increase the overall benefit to all developable lands within the Assessment Area 2 of the District.

1.3 Requirements of a Valid Assessment Methodology

Special assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

2.0 The Series 2019 Special Assessment Bonds

2.1 Development Plan - Overview

The developer of the property within the District has defined the lot sizes for the property. The land uses are described in Table 1 (Appendix) ("Development Plan") associated with the Series 2019 Bonds. The Development Plan may change dependent upon future market conditions. The lands securing the 2019 Bonds are referred to as "Assessment Area 2" and is planned to include 283 lots.

2.2 Bond Description

The 2019 Bonds will be issued as a Series 2019A Bond with a thirty-year term. The 2019A Bonds are to be issued at a par amount of \$7,500,000 with an average coupon interest rate of 3.96%. See bond terms on **Table 2**.

3.0 Assessment Allocation

3.1 Structure

The debt required to finance the CIP is allocated to the benefited lands within the District consistent with the Special Assessment Methodology Report for Single Family Assessment Area dated August 17, 2017. The Series 2019 Project costs are estimated at \$10,986,004. The Series 2019A Bonds will provide for construction funds in the amount of \$6,370,217 for the Series 2019 Project.

3.2 Assessment Allocation

Based upon the CIP, the District's assessment consultant and underwriter determined the amount of bonds required to fund a portion of the infrastructure costs.

The CIP consists of roadway improvements, stormwater, potable water, wastewater, landscaping, monumentation, signage and community recreation improvements that benefit all lands within the Assessment Area 2 of the District. The Series 2019A Bonds are being issued to fund a portion of the Series 2019 Project, which makes up a portion of the CIP.

Assessments securing the Series 2019A Bonds are levied on the 105.47 undeveloped acres in Assessment Area 2. As land is developed and platted, the Series 2019A Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2019A Bonds are expected to be allocated to and fully absorbed by the 283 lots in Assessment Area 2 see **Table 3**.

4.0 True – Up Mechanism

In order to assure that the District's debt will not build up on undeveloped and unplatted acres, and to assure that the requirements for the non-ad valorem assessments to be constitutionally lienable on the property will continue to be met, the District shall implement the true-up mechanism set forth in this section.

To assure that there will always be sufficient development potential in the undivided property to assure payment of debt service after plat approval. The par debt per acre remaining on the unplatted land within Assessment Area 2 will never allowed to increase above its maximum per acre level.

The Series 2019A Bonds will be issued at par for \$7,500,000. Assessment Area 2 , planned for 283 units as contained on Table 1, is 105.47 acres. The maximum debt per acre is, therefore, \$71,110 for the 2019A Bonds. Therefore, at the time of platting, if only a portion of the Assessment Area 2 parcel is platted, then the remaining unplatted developable acres within the Assessment Area 2 parcel cannot exceed a per acre debt of \$71,110. If the remaining developable acres have debt in excess of \$71,110 per acre, a true-up payment will be due upon platting approval. If the entire parcel is platted and the assignment of debt to the platted lots is not sufficient to absorb the total debt, a true-up payment will be due upon platting approval.

5.0 Final Assessment Rolls

Final assessment rolls reflecting the allocation of special assessments securing repayment of the 2019A Bonds are attached hereto as the lands to be developed into the 283 lots in Assessment Area 2.

6.0 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner.

The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2019A Bonds, please refer to the Indentures.

<p align="center">Table 1 Armstrong Community Development District Development Program Series 2019A Capital Improvement Bonds</p>
--

<u>Land Use</u>	<u>2019A Units</u>
------------------------	---------------------------

**Single Family
Residential:**

Phase 2

43' lot	85
53' lot	147
63' lot	51

Sub Total

<u><u>283</u></u>

Prepared By: Governmental Management Services, LLC

<p align="center">Table 2</p> <p align="center">Armstrong Community Development District</p> <p align="center">Series 2019A Capital Improvement Bonds- Sources and Uses of Funds</p>

Sources:

2019A

Bond Proceeds - Par Amount	\$7,500,000
Original Issue Discount	-\$65,924

Total Sources of Funds

\$7,434,076

Uses:

Construction Funds	\$6,370,217
Debt Service Reserve Fund MADS	\$433,600
Interest Reserve	\$297,657
Cost of Issuance	\$332,602

Total Uses of Funds

\$7,434,076

Average Coupon Interest Rate

3.96%

Term

30 years

CAP I period (thru 11/1/20)

one year

Prepared By: Governmental Management Services, LLC

<p align="center">Table 3 Armstrong Community Development District Par Debt and Debt Service Allocations Series 2019A Special Assessment Revenue Bonds</p>

Land Use						
Single Family Residential:	No. of Units	Par Debt per Unit 2019A Bond	Total Par Debt 2019A Bond	2019A Bond Net per Unit Annual Debt Service	2019A Bond Total Annual Net Debt Service	2019A Bond Gross per Unit Annual Debt Service (1)
43' lot	85	\$21,997	\$1,869,750	\$1,272	\$108,096	\$1,353
53' lot	147	\$27,117	\$3,986,250	\$1,568	\$230,458	\$1,668
63' lot	51	\$32,235	\$1,644,000	\$1,864	\$95,045	\$1,983
Total	<u>283</u>		<u>\$7,500,000</u>		<u>\$433,600</u>	

(1) Include 4% provision for early payment discount and 2% collection costs for Clay County.

Prepared By: Governmental Management Services, LLC

<p align="center">Table 4 Armstrong Community Development District Assessment Roll Series 2019A Special Assessment Revenue Bonds</p>

		Annual Assessments					
Account #	Lot Type	Asmnt Units	2019A Gross Asmnt Per Unit (1)	2019A Net Asmnt Per Unit	2019A Total Net Assessments	2019A Bond Debt Per Unit	Total 2019A Bond Debt
029010-0000	43'	85	\$1,353	\$1,272	\$108,096	\$21,997	\$1,869,750
	53'	147	\$1,668	\$1,568	\$230,458	\$27,117	\$3,986,250
	63'	51	\$1,983	\$1,864	\$95,045	\$32,235	\$1,644,000
Total		<u>283</u>			<u>\$433,600</u>		<u>\$7,500,000</u>

(1) Gross assessment per unit includes 4% for early payment discount and 2% for Clay County collection costs.

Prepared By: Governmental Management Services, LLC

EXHIBIT "A"
ASSESSMENT AREA 2 LEGAL DESCRIPTION

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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15

degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22

seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

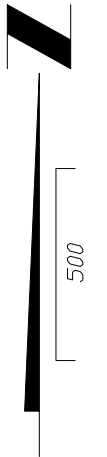
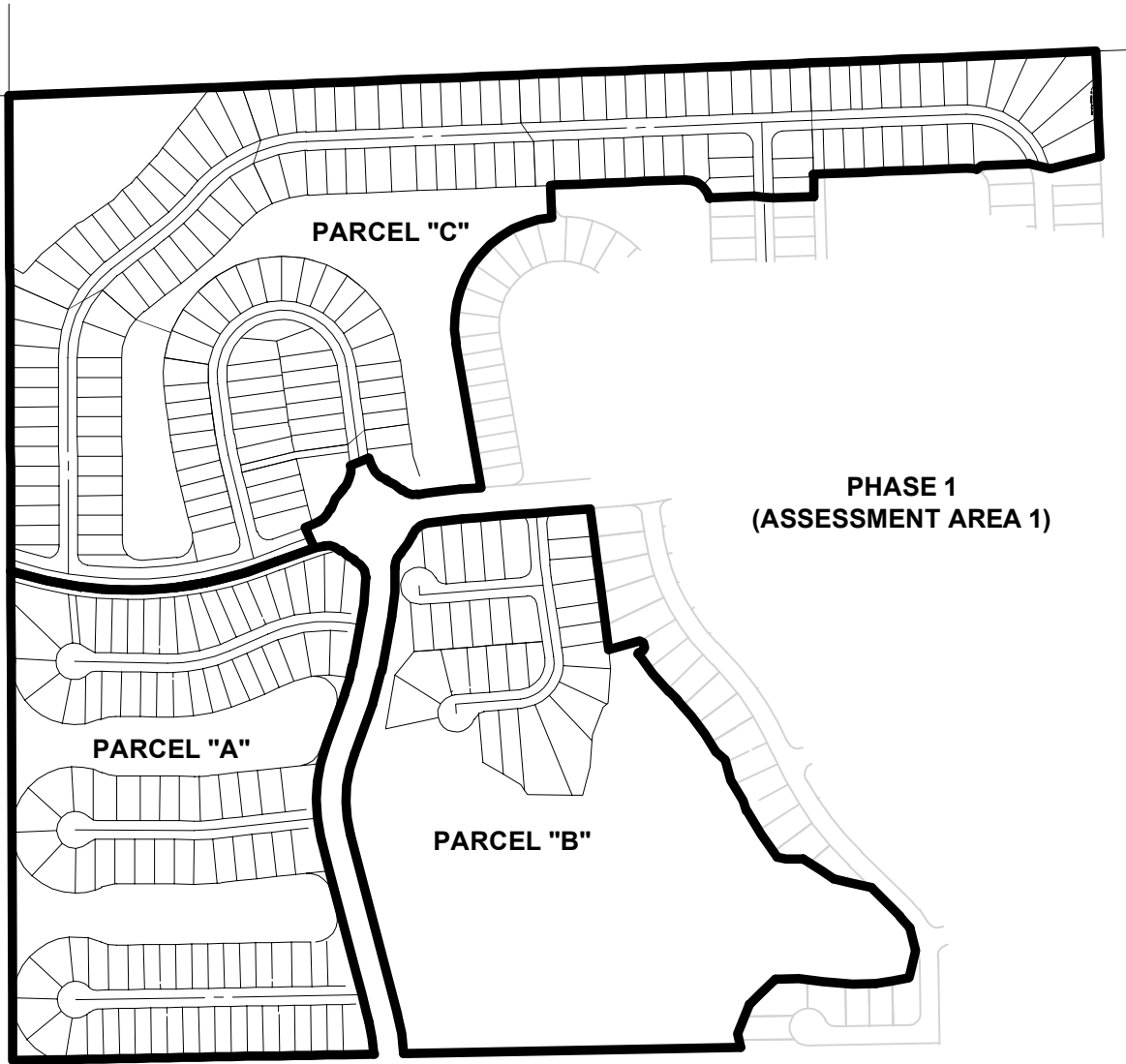
PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet;

3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet,

said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.



VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

EXHIBIT B

ASSESSMENT AREA 2

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

ETM NO. 18-111

DRAWN BY: D,G,S.

DATE: AUGUST 2018

DRAWING NO. 1 OF 1

C.

RESOLUTION 2020-01

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2019A BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2019A BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2019A BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Armstrong Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") previously adopted, after notice and public hearing, Resolution 2017-09, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2017-09 ("**Master Resolution**"), this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted supplemental special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on October 9, 2019, the District entered into a Bond Purchase Agreement whereby it agreed to sell its Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2) ("**Series 2019A Bonds**"); and

WHEREAS, pursuant to and consistent with the Master Resolution, the District desires to set forth the particular terms of the sale of the Series 2019A Bonds and confirm the liens for the special assessments securing the Series 2019A Bonds ("**Series 2019A Assessments**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and the Master Resolution.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

(a) On August 17, 2017, the District, after due notice and public hearing, adopted Resolution 2017-09 which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Engineer's Report*, dated January 11, 2017 ("**Master Engineer's Report**") and the *Supplemental Engineer's Report* dated September 30, 2019, attached to this Resolution as **Exhibit A** and approved by this Resolution ("**Supplemental Engineer's Report**" and, collectively, "**Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2019A Bonds ("**Series 2019A Project**"), and sets forth the costs of the Series 2019A Project as \$10,986,004. The District hereby confirms that the Series 2019A Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2019A Bonds is hereby ratified.

(c) The *Supplemental Special Assessment Methodology Report for the Series 2019A Special Assessment Revenue Bonds Assessment Area 2 - Final Numbers* dated October 9, 2019, attached to this Resolution as **Exhibit B**, and approved by this Resolution ("**Supplemental Assessment Report**"), applies the adopted *Special Assessment Methodology Report for Single-Family Assessment Area*, dated August 16, 2017 ("**Master Assessment Report**"), to the Series 2019A Project and the actual terms of the Series 2019A Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2019A Bonds.

(d) The Series 2019A Project will specially benefit all of the developable acreage as set forth in the Supplemental Assessment Report and further described in **Exhibit C** attached hereto ("**Assessment Area 2**"). It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2019A Project financed with the Series 2019A Bonds to the specially benefitted properties within Assessment Area 2 as set forth in the Master Resolution and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2019A BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2019A BONDS. As provided in the Master Resolution, this Resolution is intended to set forth the terms of the Series 2019A Bonds and the final amount of the liens of the Series 2019A Assessments

securing those bonds. The Series 2019A Bonds, in an aggregate par amount of \$7,500,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit D** attached hereto. The sources and uses of funds of the Series 2019A Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2019A Bonds is set forth on **Exhibit F** attached hereto. The lien of the Series 2019A Assessments securing the Series 2019A Bonds, which includes those lots and lands set forth in the Series 2019A Assessment Roll included in the Supplemental Assessment Report, shall be the principal amount due on the Series 2019A Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2019A ASSESSMENTS SECURING SERIES 2019A BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2019A Assessments securing the Series 2019A Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2019A Bonds. The estimated costs of collection of the Series 2019A Assessments for the Series 2019A Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2019A Assessments securing the Series 2019A Bonds includes those lots and lands in Assessment Area 2 and as set forth in the Series 2019A Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans, plats or other designations of developable acreage. To the extent that land is added to the District, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted by the Series 2019A Project and reallocate the Series 2019A Assessments securing the Series 2019A Bonds in order to impose Series 2019A Assessments on the newly added and benefitted property.

(c) Taking into account any capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated September 1, 2017, and *Third Supplemental Trust Indenture*, dated October 1, 2019, the District shall for Fiscal Year 2019/2020, begin annual collection of Series 2019A Assessments for the Series 2019A Bonds debt service payments using the methods available to it by law. The District shall collect the Series 2019A Assessments in accordance with the schedules reflected on **Exhibit F**, which shall be no more than thirty (30) years of installments of principal and interest.

(d) The District hereby certifies the Series 2019A Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Clay County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2019A Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2019A Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2019A Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.

If a change in development due to a plat or similar modification results in a net decrease in the overall principal amount of Series 2019A Assessments able to be assigned to the developable lands within the District – as determined by the District Manager in his sole and absolute discretion and without respect to any third party rights if any that may exist, and based on the Supplemental Assessment Report the terms of which are incorporated herein, the applicable landowner(s) will be required to make a density reduction payment (“**True-Up Payment**”) equal to the shortfall in Series 2019A Assessments resulting from the reduction of planned units. Any True-Up Payment shall become due and payable that tax year by the applicable landowner, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the applicable property until paid. A True-Up Payment shall include accrued interest on the Series 2019A Bonds to the next applicable interest payment date, as provided for in the applicable trust indenture. All Series 2019A Assessments levied run with the land, and such Series 2019A Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution the Series 2019A Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s Improvement Lien Book. The Series 2019A Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a Notice of Series 2019A Assessments securing the Series 2019A Bonds in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement the Master Resolution, which remains in full force and effect. This Resolution and the Master Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED**, this 10th day of October, 2019.

ATTEST:

**ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: *Supplemental Engineer's Report*, dated September 30, 2019

Exhibit B: *Final Numbers Supplemental Special Assessment Methodology Report for the Series 2019A Special Assessment Revenue Bonds Assessment Area 2* dated October 9, 2019

Exhibit C: Legal Description of Assessment Area 2

Exhibit D: Maturities and Coupon of Series 2019A Bonds

Exhibit E: Sources and Uses of Funds for Series 2019A Bonds

Exhibit F: Annual Debt Service Payment Due on Series 2019A Bonds

Exhibit A:

Supplemental Engineer's Report, dated September 30, 2019

Exhibit B:

*Final Numbers Supplemental Special Assessment Methodology Report for the Series 2019A
Special Assessment Revenue Bonds Assessment Area 2, dated October 9, 2019*

Exhibit C:
Legal Description of Assessment Area 2

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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records; said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; 3) southeasterly, along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; 4) southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; 5) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) southerly, along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) southerly, along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said Lot 1, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the

boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26 minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) northerly, along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly,

along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 53 minutes 20 seconds East, 42.92 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) easterly, along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet; 3) northwesterly, along the arc of a curve

concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; 4) northwesterly, along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) southwesterly, along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

Exhibit D: Maturities and Coupon of Series 2019A Bonds

Oct 8, 2019 3:24 pm Prepared by DBC Finance

(Finance 8.000 Armstrong CDD 2019:A-A) Page 2

BOND PRICING

Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	11/01/2024	590,000.00	3.125%	3.125%	100.000
Term 2:	11/01/2030	1,045,000.00	3.500%	3.550%	99.546
Term 3:	11/01/2040	2,365,000.00	4.000%	4.000%	100.000
Term 4:	11/01/2050	3,500,000.00	4.000%	4.100%	98.252
		7,500,000.00			

Dated Date	10/21/2019	
Delivery Date	10/21/2019	
First Coupon	05/01/2020	
Par Amount	7,500,000.00	
Original Issue Discount	-65,924.30	
Production	7,434,075.70	99.121009%
Underwriter's Discount	-150,000.00	-2.000000%
Purchase Price	7,284,075.70	97.121009%
Accrued Interest		
Net Proceeds	7,284,075.70	

Exhibit E: Sources and Uses of Funds for Series 2019A Bonds

Oct 8, 2019 3:24 pm Prepared by DBC Finance

(Finance 8.000 Armstrong CDD 2019:A-A) Page 1

SOURCES AND USES OF FUNDS

Armstrong Community Development District
Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2)

Sources:

Bond Proceeds:	
Par Amount	7,500,000.00
Original Issue Discount	-65,924.30
	7,434,075.70

Uses:

Other Fund Deposits:	
DSRF	433,600.00
Capitalized Interest Fund (through 11/1/20)	297,657.29
	731,257.29
Delivery Date Expenses:	
Cost of Issuance	182,601.84
Underwriter's Discount	150,000.00
	332,601.84
Other Uses of Funds:	
Construction Fund	6,370,216.57
	7,434,075.70

Exhibit F:
Annual Debt Service Payment Due on Series 2019A Bonds

Oct 8, 2019 3:24 pm Prepared by DBC Finance

(Finance 8.000 Armstrong CDD 2019A-A) Page 3

BOND DEBT SERVICE						
Armstrong Community Development District Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2)						
Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
11/01/2019					7,500,000.00	7,500,000.00
11/01/2020			297,657.29	297,657.29	7,500,000.00	7,500,000.00
11/01/2021	140,000.00	3.125%	289,612.50	429,612.50	7,360,000.00	7,360,000.00
11/01/2022	145,000.00	3.125%	285,237.50	430,237.50	7,215,000.00	7,215,000.00
11/01/2023	150,000.00	3.125%	280,706.26	430,706.26	7,065,000.00	7,065,000.00
11/01/2024	155,000.00	3.125%	276,018.76	431,018.76	6,910,000.00	6,910,000.00
11/01/2025	160,000.00	3.500%	271,175.00	431,175.00	6,750,000.00	6,750,000.00
11/01/2026	165,000.00	3.500%	265,575.00	430,575.00	6,585,000.00	6,585,000.00
11/01/2027	170,000.00	3.500%	259,800.00	429,800.00	6,415,000.00	6,415,000.00
11/01/2028	175,000.00	3.500%	253,850.00	428,850.00	6,240,000.00	6,240,000.00
11/01/2029	185,000.00	3.500%	247,725.00	432,725.00	6,055,000.00	6,055,000.00
11/01/2030	190,000.00	3.500%	241,250.00	431,250.00	5,865,000.00	5,865,000.00
11/01/2031	195,000.00	4.000%	234,600.00	429,600.00	5,670,000.00	5,670,000.00
11/01/2032	205,000.00	4.000%	226,800.00	431,800.00	5,465,000.00	5,465,000.00
11/01/2033	215,000.00	4.000%	218,600.00	433,600.00	5,250,000.00	5,250,000.00
11/01/2034	220,000.00	4.000%	210,000.00	430,000.00	5,030,000.00	5,030,000.00
11/01/2035	230,000.00	4.000%	201,200.00	431,200.00	4,800,000.00	4,800,000.00
11/01/2036	240,000.00	4.000%	192,000.00	432,000.00	4,560,000.00	4,560,000.00
11/01/2037	250,000.00	4.000%	182,400.00	432,400.00	4,310,000.00	4,310,000.00
11/01/2038	260,000.00	4.000%	172,400.00	432,400.00	4,050,000.00	4,050,000.00
11/01/2039	270,000.00	4.000%	162,000.00	432,000.00	3,780,000.00	3,780,000.00
11/01/2040	280,000.00	4.000%	151,200.00	431,200.00	3,500,000.00	3,500,000.00
11/01/2041	290,000.00	4.000%	140,000.00	430,000.00	3,210,000.00	3,210,000.00
11/01/2042	305,000.00	4.000%	128,400.00	433,400.00	2,905,000.00	2,905,000.00
11/01/2043	315,000.00	4.000%	116,200.00	431,200.00	2,590,000.00	2,590,000.00
11/01/2044	325,000.00	4.000%	103,600.00	428,600.00	2,265,000.00	2,265,000.00
11/01/2045	340,000.00	4.000%	90,600.00	430,600.00	1,925,000.00	1,925,000.00
11/01/2046	355,000.00	4.000%	77,000.00	432,000.00	1,570,000.00	1,570,000.00
11/01/2047	370,000.00	4.000%	62,800.00	432,800.00	1,200,000.00	1,200,000.00
11/01/2048	385,000.00	4.000%	48,000.00	433,000.00	815,000.00	815,000.00
11/01/2049	400,000.00	4.000%	32,600.00	432,600.00	415,000.00	415,000.00
11/01/2050	415,000.00	4.000%	16,600.00	431,600.00		
	7,500,000.00		5,735,607.31	13,235,607.31		

BOND DEBT SERVICE

Armstrong Community Development District
Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/21/2019						7,500,000.00	7,500,000.00
05/01/2020			152,851.04	152,851.04		7,500,000.00	7,500,000.00
11/01/2020			144,806.25	144,806.25	297,657.29	7,500,000.00	7,500,000.00
05/01/2021			144,806.25	144,806.25		7,500,000.00	7,500,000.00
11/01/2021	140,000.00	3.125%	144,806.25	284,806.25	429,612.50	7,360,000.00	7,360,000.00
05/01/2022			142,618.75	142,618.75		7,360,000.00	7,360,000.00
11/01/2022	145,000.00	3.125%	142,618.75	287,618.75	430,237.50	7,215,000.00	7,215,000.00
05/01/2023			140,353.13	140,353.13		7,215,000.00	7,215,000.00
11/01/2023	150,000.00	3.125%	140,353.13	290,353.13	430,706.26	7,065,000.00	7,065,000.00
05/01/2024			138,009.38	138,009.38		7,065,000.00	7,065,000.00
11/01/2024	155,000.00	3.125%	138,009.38	293,009.38	431,018.76	6,910,000.00	6,910,000.00
05/01/2025			135,587.50	135,587.50		6,910,000.00	6,910,000.00
11/01/2025	160,000.00	3.500%	135,587.50	295,587.50	431,175.00	6,750,000.00	6,750,000.00
05/01/2026			132,787.50	132,787.50		6,750,000.00	6,750,000.00
11/01/2026	165,000.00	3.500%	132,787.50	297,787.50	430,575.00	6,585,000.00	6,585,000.00
05/01/2027			129,900.00	129,900.00		6,585,000.00	6,585,000.00
11/01/2027	170,000.00	3.500%	129,900.00	299,900.00	429,800.00	6,415,000.00	6,415,000.00
05/01/2028			126,925.00	126,925.00		6,415,000.00	6,415,000.00
11/01/2028	175,000.00	3.500%	126,925.00	301,925.00	428,850.00	6,240,000.00	6,240,000.00
05/01/2029			123,862.50	123,862.50		6,240,000.00	6,240,000.00
11/01/2029	185,000.00	3.500%	123,862.50	308,862.50	432,725.00	6,055,000.00	6,055,000.00
05/01/2030			120,625.00	120,625.00		6,055,000.00	6,055,000.00
11/01/2030	190,000.00	3.500%	120,625.00	310,625.00	431,250.00	5,865,000.00	5,865,000.00
05/01/2031			117,300.00	117,300.00		5,865,000.00	5,865,000.00
11/01/2031	195,000.00	4.000%	117,300.00	312,300.00	429,600.00	5,670,000.00	5,670,000.00
05/01/2032			113,400.00	113,400.00		5,670,000.00	5,670,000.00
11/01/2032	205,000.00	4.000%	113,400.00	318,400.00	431,800.00	5,465,000.00	5,465,000.00
05/01/2033			109,300.00	109,300.00		5,465,000.00	5,465,000.00
11/01/2033	215,000.00	4.000%	109,300.00	324,300.00	433,600.00	5,250,000.00	5,250,000.00
05/01/2034			105,000.00	105,000.00		5,250,000.00	5,250,000.00
11/01/2034	220,000.00	4.000%	105,000.00	325,000.00	430,000.00	5,030,000.00	5,030,000.00
05/01/2035			100,600.00	100,600.00		5,030,000.00	5,030,000.00
11/01/2035	230,000.00	4.000%	100,600.00	330,600.00	431,200.00	4,800,000.00	4,800,000.00
05/01/2036			96,000.00	96,000.00		4,800,000.00	4,800,000.00
11/01/2036	240,000.00	4.000%	96,000.00	336,000.00	432,000.00	4,560,000.00	4,560,000.00
05/01/2037			91,200.00	91,200.00		4,560,000.00	4,560,000.00
11/01/2037	250,000.00	4.000%	91,200.00	341,200.00	432,400.00	4,310,000.00	4,310,000.00
05/01/2038			86,200.00	86,200.00		4,310,000.00	4,310,000.00
11/01/2038	260,000.00	4.000%	86,200.00	346,200.00	432,400.00	4,050,000.00	4,050,000.00
05/01/2039			81,000.00	81,000.00		4,050,000.00	4,050,000.00
11/01/2039	270,000.00	4.000%	81,000.00	351,000.00	432,000.00	3,780,000.00	3,780,000.00
05/01/2040			75,600.00	75,600.00		3,780,000.00	3,780,000.00
11/01/2040	280,000.00	4.000%	75,600.00	355,600.00	431,200.00	3,500,000.00	3,500,000.00
05/01/2041			70,000.00	70,000.00		3,500,000.00	3,500,000.00
11/01/2041	290,000.00	4.000%	70,000.00	360,000.00	430,000.00	3,210,000.00	3,210,000.00
05/01/2042			64,200.00	64,200.00		3,210,000.00	3,210,000.00
11/01/2042	305,000.00	4.000%	64,200.00	369,200.00	433,400.00	2,905,000.00	2,905,000.00
05/01/2043			58,100.00	58,100.00		2,905,000.00	2,905,000.00
11/01/2043	315,000.00	4.000%	58,100.00	373,100.00	431,200.00	2,590,000.00	2,590,000.00
05/01/2044			51,800.00	51,800.00		2,590,000.00	2,590,000.00
11/01/2044	325,000.00	4.000%	51,800.00	376,800.00	428,600.00	2,265,000.00	2,265,000.00
05/01/2045			45,300.00	45,300.00		2,265,000.00	2,265,000.00
11/01/2045	340,000.00	4.000%	45,300.00	385,300.00	430,600.00	1,925,000.00	1,925,000.00
05/01/2046			38,500.00	38,500.00		1,925,000.00	1,925,000.00
11/01/2046	355,000.00	4.000%	38,500.00	393,500.00	432,000.00	1,570,000.00	1,570,000.00

BOND DEBT SERVICE

Armstrong Community Development District
Special Assessment Revenue Bonds, Series 2019A (Assessment Area 2)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2047			31,400.00	31,400.00		1,570,000.00	1,570,000.00
11/01/2047	370,000.00	4.000%	31,400.00	401,400.00	432,800.00	1,200,000.00	1,200,000.00
05/01/2048			24,000.00	24,000.00		1,200,000.00	1,200,000.00
11/01/2048	385,000.00	4.000%	24,000.00	409,000.00	433,000.00	815,000.00	815,000.00
05/01/2049			16,300.00	16,300.00		815,000.00	815,000.00
11/01/2049	400,000.00	4.000%	16,300.00	416,300.00	432,600.00	415,000.00	415,000.00
05/01/2050			8,300.00	8,300.00		415,000.00	415,000.00
11/01/2050	415,000.00	4.000%	8,300.00	423,300.00	431,600.00		
	7,500,000.00		5,735,607.31	13,235,607.31	13,235,607.31		

NINTH ORDER OF BUSINESS



Tree Amigos

Outdoor Services

Quotation

Quote #: 12117

Date: 10/02/2019

Billed To: Armstrong CDD
7807 Baymeadows Road Suite 205
Jacksonville FL 32256

Project: Greyhawk Amenity

This quote is valid until: 11/01/2019

Description	Common Name	Quantity	Price	Ext Price
Greyhawk Pocket Parks				
Quercus virginia 3"cal 10-12'ht	Live Oak	9.00	500.00	4,500.00
Magnolia Grandiflora Southern 4"cal 12-14'ht	Magnolia Grandiflora	4.00	600.00	2,400.00
Illicium floridanum 16-18" ht 3gal 36" OC	Anise	125.00	9.75	1,218.75
Podocarpus Macrophyllum 36"ht 7gal 24" OC	Podocarpus	65.00	26.00	1,690.00
Muhlenbergia Capillaris 3gal 36" OC	Muhly Grass	184.00	9.00	1,656.00
Azalea Duc de Rohan 3gal	Azalea	17.00	9.75	165.75
Myrica Cerifera 15gal 3'ht 48" OC	Wax Myrtle	30.00	80.00	2,400.00
Argentin Bahia	Bahia Grass	60,000.00	0.42	25,200.00
Pine Straw (Bales)	Pine Straw	175.00	6.50	1,137.50
Irrigation (see notes)	Irrigation	1.00	21,700.00	21,700.00
Grade/Prep	Grade	1.00	1,100.00	1,100.00
Delivery	Delivery	1.00	850.00	850.00
Equipment	Equipment	1.00	650.00	650.00

Notes

Total: \$64,668.00

TENTH ORDER OF BUSINESS

A.

CLAY COUNTY
AGREEMENT/CONTRACT #2019/2020-2

ROAD IMPACT FEE CREDIT AGREEMENT
ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

This Road Impact Fee Credit Agreement (the Agreement) is made and executed as of this 8th day of October, 2019, by CLAY COUNTY, a political subdivision of the State of Florida (the County), and ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of government established under Chapter 190, Florida Statutes (Armstrong).

Recitals

WHEREAS, on September 26, 2017, the County adopted Ordinance No. 2017-30, known as the Amended Road Impact Fee Ordinance, as amended by Ordinance No. 2018-14 and Ordinance No. 2019-26 (collectively referred to as the Ordinance) which imposed Road Impact Fees, as that term is defined in the Ordinance, on new road impact fee construction in the County, and which contains provisions for credit to be granted against the imposition of Road Impact Fee obligations, as well as against Adequate Public Facilities (APF) requirements imposed in the Branan Field Master Plan area, which arise from the donation of real property by an Owner of all or any portion of an APF or Impact Fee Eligible Road, as that term is defined by the Ordinance; and

WHEREAS, such credit, once granted pursuant to the requirements for same in the Ordinance, may be used by an Owner in connection with future road impact fee construction within the Owner's property; and

WHEREAS, as of the date hereof Armstrong has donated land to the County for a portion of Tynes Boulevard (Phase 2), which connects the existing Tynes Boulevard to the south with that portion of Tynes Boulevard being constructed within the Argyle Forest Development of Regional

Impact, and which is identified as Phase 2 on the map attached as Exhibit A-1 and made a part hereof; and

WHEREAS, the portion of Tynes Boulevard which is the subject of this Agreement, Phase 2, is an APF road and an Impact Fee Eligible Road; and

WHEREAS, Armstrong has delivered to the County an appraisal (the Appraisal) prepared by Moody Appraisal Group and dated July 9, 2019 which provides an appraised value of Phase 2; and

WHEREAS, the Appraisal sets forth a value for Phase 2 of \$140,000 in its Executive Summary, a copy of which is attached as Exhibit A-2 and made a part hereof; and

WHEREAS, as a result of the donation of Phase 2, Armstrong is entitled to APF and Impact Fee Credit for use in the Westbank Plat recorded in Plat Book 59, page 65 through 69 of the public records of Clay County (the Development); and

WHEREAS, Armstrong and the County acknowledge that the Ordinance provides that the credit may be used to satisfy APF Requirements for the Development and in the event there is excess credit remaining, then the excess credit may be used to satisfy Road Impact Fee obligations arising out of the Development; and

WHEREAS, the parties to this Agreement desire to delineate their respective rights and obligations with regard to the implementation of the Ordinance and the collection of the Road Impact Fees pursuant thereto, as well as to provide for the administration of the credit arising out of the donation of Phase 2 property against the imposition of APF and Road Impact Fees arising out of the Development; and

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.
2. The Parties hereby confirm the credit applicable to the donation of the Phase 2 property in the amount of \$140,000 in favor of Armstrong. After reduction of the APF fee in the amount of \$36,191.92 attributed to the Development, there remains an excess credit in the amount of \$103,808.08 which may be used to satisfy the Road Impact Fee obligations arising out of the Development until the total credit is exhausted.
3. The credit granted pursuant to this Agreement may not be transferred and shall be limited to satisfying the APF Requirement for the Development, and to the extent there is excess credit remaining, to satisfying the Road Impact Fee obligations arising out of the Development. To the extent any excess is not extinguished after being applied to the APF Requirements and the Road Impact Fee obligations arising out of the Development, it will not be transferable to another development nor available for refund. Any credit unused upon the buildout of the Development shall not be subject to refund or transfer.
4. The use of the credit hereunder shall not be limited in time nor restricted to any particular land uses or lands within the Development. The parties agree that the Road Impact Fees to which the credit may be applied shall be those in effect at the time the Road Impact Fees for applicable new development would otherwise be due under the Ordinance.
5. So long as Armstrong has or is entitled to any credit not yet applied against Road Impact Fees, Armstrong, or its successors or assigns with respect to such credit, shall be entitled to the

issuance of any and all EPCs for new road impact fee construction within the Development without the payment of Road Impact Fees so long as the credit is applied in lieu thereof.

6. The County, through its Impact Fee Coordinator, shall:
 - a. Maintain a running tally of the monetary credit available to Armstrong against Road Impact Fees;
 - b. Pursuant to the fee schedule set forth in the Ordinance, assess Road Impact Fees against all new road impact fee construction within the Development;
 - c. Upon receipt of any notification of intent to make application for an EPC for new road impact fee construction within the Development, determine whether available credit remains for the assessed Road Impact Fee to be applied to said new road impact fee construction;
 - d. Require that a Credit Voucher from Armstrong, in substantially the form as provided for in Exhibit B-1 and B-2 to this Agreement, stating the dollar amount of credit transferred by Armstrong to the applicant be presented to the County as provided for in paragraph 7 below; deduct the amount of the Credit Voucher from the then-unapplied balance of the credit available to Armstrong or its assignee; and issue to such applicant such documentation as is necessary to cause the permitting authority to deduct the credited amount from the assessed Road Impact Fees;
 - e. Accept Credit Vouchers at any time up to the time application is made for an EPC. If a Credit Voucher is not presented at the time an application for an EPC is made, then the applicant shall pay the applicable Road Impact Fee due to the County. Once paid, the fee is non-refundable;

f. Permit Armstrong periodically, upon request to the County, the opportunity to inspect and copy Credit Vouchers accepted by the County; and

g. In the event that the credit established under paragraph 2 is exhausted, advise Armstrong in writing of said occurrence.

7. Armstrong shall:

a. Be entitled to the amount of credit established in paragraph 2 hereof against the collection of Road Impact Fees required by the Ordinance on new road impact fee construction within the Development for which an application for an EPC has been submitted after the effective date of the Ordinance;

b. Provide a list, updated as necessary, of the persons authorized to execute the Credit Vouchers on behalf of Armstrong;

c. In the event that any rights under this Agreement are sold or assigned by Armstrong, provide to the County specific information identifying the assignee to whom said assignment is made, the amount of the credit so assigned, the person(s) authorized to execute a Credit Voucher on behalf of the assignee, and a description of the assignee's lands within the Development for which the credit may be used; and

d. Notify any assignee that it shall provide the County written notification of any transfer of credit to a successor in title, executed by the assignee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the credit transferred, and a description of the successor's lands within the assignee's lands within the Development for which the credit may be used.

8. A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Road Impact Fee is otherwise due. The County will not accept a metes and bounds description of real property on a Credit Voucher for real property being developed as a subdivision. For property being developed as a subdivision, the description of the real property for which credit is sought shall include the applicable subdivision plat and the lot and block numbers involved for which the credit may be used. Submittal on a single Credit Voucher may be made for acceptance of credit for multiple lots from a single subdivision. For all other road impact fee construction, the Credit Voucher shall be accompanied by a copy of the building permit, the mailing address of the parcel, and the parcel identification number.

9. The County shall not be responsible for determining whether any particular Credit Voucher is valid as between Armstrong or any assignee or assignee's successor, as applicable, for any road impact fee construction within any portion of the Development, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified in Section 7(b), (c) and (d) above who is authorized to execute the Credit Voucher for any particular road impact fee construction within any portion of the Development at the time any Road Impact Fee is otherwise due.

10. On or before January 31 of each year, commencing January 31 of the year following the year in which the credit is determined and for so long as there remains any credit under this Agreement, Armstrong or an assignee, as may be designated by Armstrong in writing to the County, shall prepare and deliver to the County an annual report setting forth the amount of credit transferred to assignees during the prior year and the balance of the credit remaining.

11. This Agreement may only be modified in writing by written agreement approved and executed in a manner consistent with this Agreement by all parties to this Agreement.

12. The County Manager for the County, and Armstrong, through its officers or members of its Board of Supervisors, as applicable, shall be responsible for notifying the other parties in writing as to any proposed change to this Agreement or any proposed termination of this Agreement. Written notification shall be sent by United States Mail or by hand delivery to the addresses presented below:

COUNTY:

Howard Wanamaker, County Manager
Clay County Administration Building
477 Houston Street
Green Cove Springs, FL 32043
(904) 269-6347

and

Clay County Impact Fee Coordinator
Clay County Administration Building
477 Houston Street
Green Cove Springs, FL 32043
(904) 269-6301

ARMSTRONG:

Armstrong Community Development
District
3989 Eagle Landing Parkway
Orange Park, Florida 32065

13. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Armstrong, or any assignee or assignee's successor holding credit, may deliver written notice of such default to the County. The County shall cure such default within thirty days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then the entity which provided notice of default to the County may pursue any available remedies in law or equity.

14. If Armstrong or any assignee or assignee's successor holding credit defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within thirty days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity.

15. The parties agree to cooperate fully in the implementation of this Agreement and the Ordinance, and to negotiate in good faith such further agreements as may be necessary to implement this Agreement and the Ordinance or amendments thereto within their respective jurisdictions.

16. All parties agree particularly that this Agreement is bound by the terms of the County's Ordinance and the Impact Fee Study adopted therein, as the same may be amended from time to time. If there is any inconsistency found between this Agreement and such Ordinance, as amended, then the Ordinance shall prevail and be applicable; provided however, no amendment or change to the Ordinance which would (i) serve to eliminate or reduce Armstrong's right to credit or the amounts thereof, (ii) constrain the ability to assign such credit as provided for in this Agreement, or (iii) materially and adversely affect the rights of Armstrong or its successors or assigns under the terms of this Agreement, shall be effective as to this Agreement.

17. This Agreement is made for the sole benefit and protection of the parties and their respective successors and specific assignees. No other persons shall have any right of action hereunder.

18. This Agreement shall be binding upon the parties and their respective assigns and successors.

19. This Agreement shall remain in effect until all lots within the Development are improved.
20. This Agreement may not be transferred or assigned without first receiving written approval of the Board of County Commissioners.
21. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.
22. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.
23. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.
24. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.
25. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
26. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.
27. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

28. The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

29. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. Time is of the essence with respect to this Agreement and each of its terms and provisions.

31. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this
day and year written below.

CLAY COUNTY, FLORIDA
a political subdivision of the State of Florida,
by its Board of County Commissioners

By: Mike Cella 10/8/2019
Its Chairman

ATTEST:

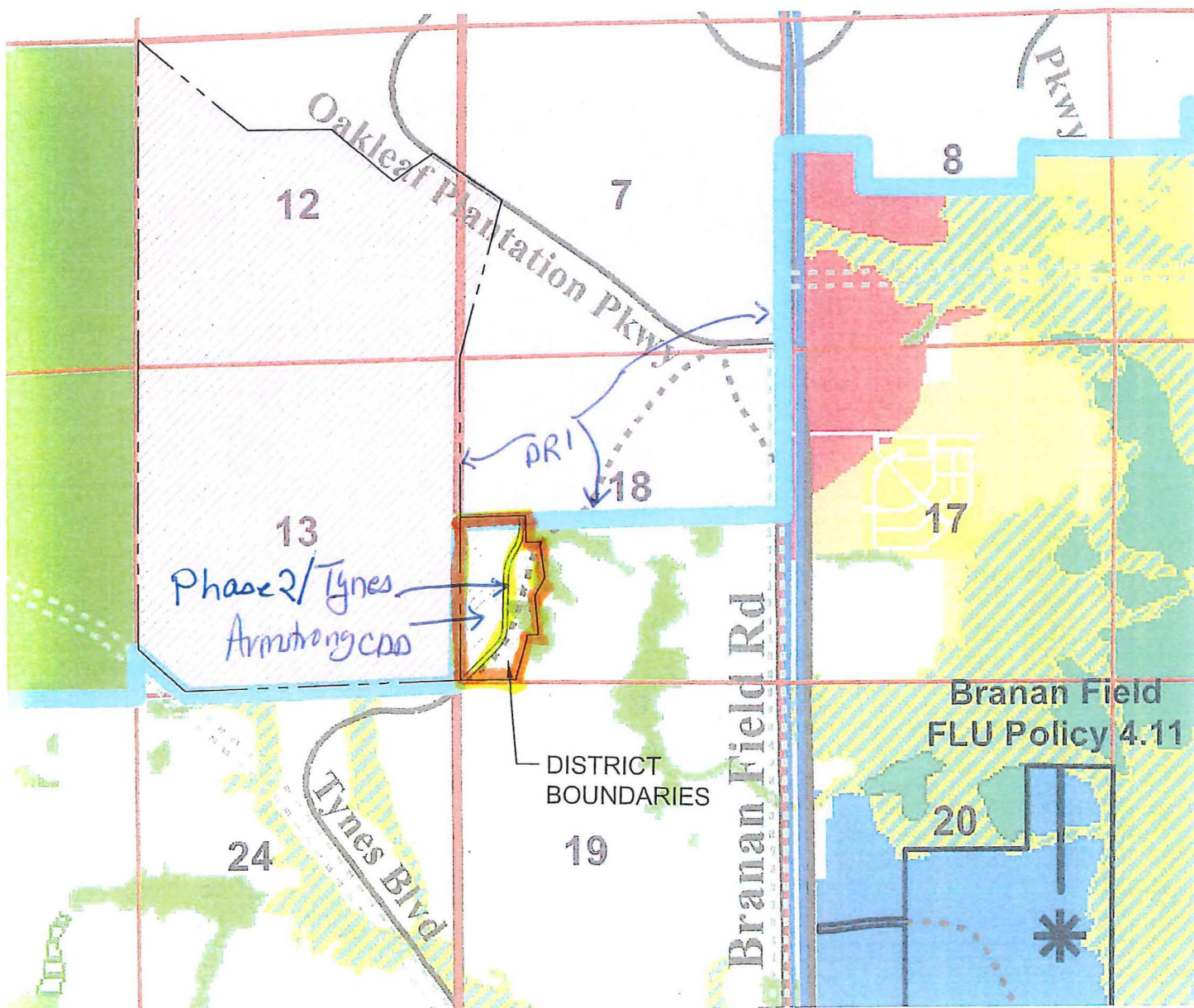
By: [Signature]
Howard Wanamaker, County Manager and
Clerk to the Board of County Commissioners

ARMSTRONG COMMUNITY DEVELOPMENT
DISTRICT, a community development district
organized pursuant to Chapter 190, Florida Statutes.

Chairman

Attest:

Secretary



FUTURE LAND USE MAP (2025)

SOUTH VILLAGE CDD

Exhibit A-1

EXECUTIVE SUMMARY

Property Name	Royal Pines Drive/Tynes Boulevard ROW (Phase 1 and Phase 2)
Address	Royal Pines Drive/Tynes Boulevard Orange Park, Clay County, Florida 32068
Property Type	ROW
Owner of Record	Armstrong Venture, LLC
Tax ID Number(s)	

Phase 1: 18-04-25-007953-051-01
Phase 2: 18-04-25-007953-001-237

Gross Land Area (Acres)

Phase 1, Parcel 1A: 3.30 acres (multi-family)
Phase 1, Parcel 1B: 1.15 acres (commercial)
Phase 1, Parcel 2: 7.95 acres (SFR)
Phase 2: 5.48 acres (SFR)
Total Size: 17.88 acres

Zoning Designation	Planned Unit Development (PUD)
Highest & Best Use - As Vacant	ROW
Exposure Time	12± Months
Marketing Period	12± Months
Date of Report	May 14, 2019

Value Conclusions

Appraisal Premise	Interested Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 14, 2019	
Phase 1, Parcel 1A:			\$570,000
Phase 1, Parcel 1B:			\$300,000
Phase 1, Parcel 2:			\$280,000
<u>Phase 2:</u>			<u>\$140,000</u>
Total Value:			\$1,290,000

The values above are subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended users may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the users of the report have read the entire report.

Extraordinary Assumptions & Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None

EXHIBIT B-1

SAMPLE VOUCHER FORM DIRECT ASSIGNMENT OF CREDIT

**CLAY COUNTY BUILDING DEPARTMENT
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**

Address:

Phone:

Contact:

Builder/Owner Name – Assignee: _____

Address: _____

Phone: _____

Contact: _____ E-mail: _____

Parcel information:

Building Permit No.: _____

Street Address: _____

Subdivision: _____

The undersigned Assignor hereby gives notice to Clay County, Florida, that the sum of \$_____ should be deducted from the remaining credit for Road Impact Fees as referenced in the Clay County Agreement/Contract #19/20-____ Impact Fee Credit Agreement adopted _____, 2019.

**Assignor: Armstrong Community
Development District**

Date: _____

By: _____

Clay County Impact Fee Coordinator:

Date: _____

Verified by: _____

Nancy Parker, Clay County
Impact Fee Coordinator

EXHIBIT B-2

SAMPLE VOUCHER FORM- TRANSFER OF CREDIT AGREEMENT

**CLAY COUNTY BUILDING DEPARTMENT
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**

Assignee: _____

Address: _____

Phone: _____

Contact: _____

Builder/Owner Name – Successor: _____

Address: _____

Phone: _____

Contact: _____ E-mail: _____

Parcel information:

Building Permit No.: _____

Street Address: _____

Subdivision: _____

The undersigned Assignee hereby gives notice to Clay County, Florida, that the sum of \$_____ should be deducted from the remaining credit for road impact fees as referenced in the Clay County Agreement/Contract #19/20-____ Impact Fee Credit Agreement adopted _____, 2019.

Assignee: _____

Date: _____

By: _____

Clay County Impact Fee Coordinator:

Date: _____

Verified by: _____

Nancy Parker, Clay County
Impact Fee Coordinator

B.

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

October 10, 2019

1. Ratification of Requisitions 78 - 79
2017A Construction Account
2. Ratification of Work Authorization No 2
Greyhawk Phases 2 and 3 – Construction Documents Revisions & Additional Services

Scott A. Wild
District Engineer
England-Thims & Miller, Inc.

1.

Meeting Date	REQ #	Payee Name	Pay App # or Invoice #	Reference 2017A & 2017B Bond Series to be approved	Invoice(s) Total	ARMSTRONG	ARMSTRONG	should match invoice total
						2017-A BOND SERIES	2017-B BOND SERIES	
						58% of Invoice	42% of Invoice	
	1	Jr Davis Construction Co.	Pay App #1	Greyhawk 1- Pay App #1	\$ 278,449.66	\$ 161,500.80	\$ 116,948.86	\$ 278,449.66
	2	Greenpointe	Reimbursement	Reimbursement	\$ 99,008.80	\$ 57,425.10	\$ 41,583.70	\$ 99,008.80
	3	Jr Davis Construction Co.	Pay App #2	Greyhawk 1 - Pay App #2	\$ 97,731.74	\$ 56,684.41	\$ 41,047.33	\$ 97,731.74
	4	Hadden Engineering, Inc.		Greyhawk - Design	\$ 29,068.53	\$ 16,859.75	\$ 12,208.78	\$ 29,068.53
	5	Jr Davis Construction Co.	Pay App #3	Greyhawk 1 - Pay App #3	\$ 345,751.13	\$ 200,535.65	\$ 145,215.48	\$ 345,751.13
	6	Jr Davis Construction Co.	Pay App #4	Greyhawk 1 - Pay App #4	\$ 695,351.48	\$ 403,344.46	\$ 292,007.02	\$ 695,351.48
	7	Basham & Lucas Design Grp	INV7305,7306	Greyhawk Amenity Design	\$ 48,900.00	\$ 28,362.00	\$ 20,538.00	\$ 48,900.00
	8	Hadden Engineering, Inc.	INV5709,5713,5714,5721,5729	Greyhawk - Design	\$ 29,125.85	\$ 16,892.99	\$ 12,232.86	\$ 29,125.85
	9	Jr Davis Construction Co.	Pay App#6	Greyhawk 1- Pay App #6	\$ 599,395.74	\$ 347,649.52	\$ 251,746.22	\$ 599,395.74
	10	Jr Davis Construction Co.	Pay App #5	Greyhawk 1- Pay App #5	\$ 707,585.42	\$ 410,399.54	\$ 297,185.88	\$ 707,585.42
	11	Clay Electric Coop, Inc.		Clay Electric	\$ 273,690.00	\$ 158,740.20	\$ 114,949.80	\$ 273,690.00
	12	Jr Davis Construction Co.	Pay App #7	Greyhawk 1- Pay App #7	\$ 530,798.76	\$ 307,863.28	\$ 222,935.48	\$ 530,798.76
	13	Basham & Lucas Design Grp	Invs.7398&7382	Greyhawk Amenity -	\$ 9,440.00	\$ 5,475.20	\$ 3,964.80	\$ 9,440.00
	14	Hadden Engineering, Inc.	INV 5744	Greyhawk Amenity	\$ 600.00	\$ 348.00	\$ 252.00	\$ 600.00
	15	Basham & Lucas Design Grp	INV 7463	Greyhawk Amenity	\$ 3,630.00	\$ 2,105.40	\$ 1,524.60	\$ 3,630.00
	16	Jr Davis Construction Co.	Pay App #8	Greyhawk Ph 1-PayApp#8	\$ 354,226.41	\$ 205,451.31	\$ 148,775.10	\$ 354,226.41
	17	Hadden Engineering, Inc.	Inv 5746	CDD Admin Services	\$ 750.00	\$ 435.00	\$ 315.00	\$ 750.00
	18	Hadden Engineering, Inc.	INV 5750 & 5751	Greyhawk Ph1 & Amenity	\$ 5,763.81	\$ 3,343.01	\$ 2,420.80	\$ 5,763.81
	19	Basham & Lucas Design Grp	Inv 7489	Greyhawk Amenity	\$ 106,556.74	\$ 61,802.91	\$ 44,753.83	\$ 106,556.74
	20	Vallencourt Construction Co	Inv 5096	Tynes-GH Amenity Connect.	\$ 24,363.73	\$ 14,130.96	\$ 10,232.77	\$ 24,363.73
	21	Vallencourt Construction Co	Inv 5095	Tynes 1A -Sewer Add	\$ 45,853.39	\$ 26,594.97	\$ 19,258.42	\$ 45,853.39
	22	Hadden Engineering, Inc.	Inv 5761	Greyhawk Amenity	\$ 3,543.02	\$ 2,054.95	\$ 1,488.07	\$ 3,543.02
	23	Jr Davis Construction Co.	Pay App#9	Greyhawk-Ph1	\$ 220,610.05	\$ 127,953.82	\$ 92,656.23	\$ 220,610.05
	24	Eiland & Associates	Inv 45187 & 45188	Greyhawk -Ph 1	\$ 2,240.00	\$ 1,299.20	\$ 940.80	\$ 2,240.00
	25	Gemini Engineering & Sciences	Inv 001	Greyhawk CLOMR,etc	\$ 3,000.00	\$ 1,740.00	\$ 1,260.00	\$ 3,000.00
	26	Eiland & Associates	Inv45284	Tynes-flag ROW&Easmts	\$ 980.00	\$ 568.40	\$ 411.60	\$ 980.00
	27	Basham & Lucas Design Grp	Inv7527	Greyhawk Amenity	2,699.84	1,565.91	1,133.93	2699.84
	28	Jr Davis Construction Co.	Pay App# 10	Greyhawk-Phase 1	\$ 181,074.53	\$ 105,023.23	\$ 76,051.30	\$ 181,074.53
	29	Eiland & Associates	Inv 45285	Greyhawk - Ph 1 Survey	\$ 280.00	\$ 162.40	\$ 117.60	\$ 280.00
	30	Hadden Engineering, Inc.	Invs 5779 & 5778		\$ 600.00	\$ 348.00	\$ 252.00	\$ 600.00
	31	Vallencourt Construction Co	Inv 5234	work auth by Arms.CDD	\$ 8,107.20	\$ 4,702.18	\$ 3,405.02	\$ 8,107.20
	32	Hadden Engineering, Inc.	Invs 5770 & 5785	Greyhawk Amenity	\$ 7,569.00	\$ 4,390.02	\$ 3,178.98	\$ 7,569.00
	33	Basham & Lucas Design Grp	INV 5726	Greyhawk Amenity	\$ 2,200.00	\$ 1,276.00	\$ 924.00	\$ 2,200.00
	34	Jr Davis Construction Co.	INV 123401	Greyhawk Phase 1	\$ 139,836.51	\$ 81,105.18	\$ 58,731.33	\$ 139,836.51
	35	Basham & Lucas Design Grp	INV 7632	Greyhawk Amenity	\$ 4,400.00	\$ 2,552.00	\$ 1,848.00	\$ 4,400.00
	36	Sherer Construction of NF	Pay App 001	Greyhawk Amenity	\$ 45,234.00	\$ 26,235.72	\$ 18,998.28	\$ 45,234.00
	37	Gemini Engineering & Sciences	INV 001	Greyhawk Phase 1 LOMR	\$ 9,000.00	\$ 5,220.00	\$ 3,780.00	\$ 9,000.00

	38	Eiland & Associates	Inv 45647	Greyhawk Phase 1	\$ 1,285.00	\$ 745.30	\$ 539.70	\$ 1,285.00
	39	Basham & Lucas Design Grp	Inv 7648	Greyhawk Amenity	\$ 3,932.70	\$ 2,280.97	\$ 1,651.73	\$ 3,932.70
	40	JR Davis Construction Co.	Pay App#12	Greyhawk - Ph 1	187,117.98	\$ 108,528.42	\$ 78,589.56	\$ 187,117.98
	41	Jr Davis Construction Co.	Pay App #13	Greyhawk - Ph 1	\$ 482,000.11	\$ 279,560.06	\$ 202,440.05	\$ 482,000.11
	42	Jr Davis Construction Co.	Pay App #14	Greyhawk -Ph1'	\$ 30,272.81	\$ 17,558.23	\$ 12,714.58	\$ 30,272.81
	43	Sherer Construction of NF	Pay App # 002	Greyhawk Amenity	\$ 102,156.56	\$ 59,250.80	\$ 42,905.76	\$ 102,156.56
	44	Hadden Engineering, Inc.	Invs.5727,5740,5794,5902,5815,579	Greyhawk Ph1 & Amenity	\$ 8,289.00	\$ 4,807.62	\$ 3,481.38	\$ 8,289.00
	45	Jr Davis Construction Co.	Pay App #15	Greyhawk Ph 1	\$ 18,254.18	\$ 10,587.43	\$ 7,666.76	\$ 18,254.19
	46	Sherer Construction of NF	Pay App #3	Greyhawk Amenity	\$ 316,090.57	\$ 183,332.53	\$ 132,758.04	\$ 316,090.57
	47	Gemini Engineering & Sciences	INV 002	Greyhawk	500.00	290.00	210.00	500.00
	48	Vallencourt Construction Co	Inv 5524	Grayhawk Striping	\$ 5,843.00	\$ 3,388.94	\$ 2,454.06	\$ 5,843.00
	49	Basham & Lucas Design Grp	Inv 7716	Greyhawk Amenity	\$ 4,798.10	\$ 2,782.90	\$ 2,015.20	\$ 9,596.20
	50	Jr Davis Construction Co.	Pay App #16	Greyhawk-Ph 1	\$ 90,449.36	\$ 52,460.63	\$ 37,988.73	\$ 90,449.36
	51	Hadden Engineering, Inc.	Inv 5833	Greyhawk Amenity	\$ 1,450.00	\$ 841.00	\$ 609.00	\$ 1,450.00
	52	Sherer Construction of NF	Pay App #004	Greyhawk Amenity	\$ 225,485.41	\$ 130,781.54	\$ 94,703.87	\$ 225,485.41
	53	BuiltRite Inspections	Inv 6600	Greyhawk Amenity	\$ 445.00	\$ 258.10	\$ 186.90	\$ 445.00
	54	Gaynelle James	Inv 3553	Reimb-Community Signage	\$ 1,011.75	\$ 586.81	\$ 424.94	\$ 1,011.75
	55	Basham & Lucas Design Grp	Inv 7692	Greyhawk Amenity	\$ 1,432.70	\$ 830.97	\$ 601.73	\$ 1,432.70
	56	Basham & Lucas Design Grp	Inv 7752	Greyhawk Amenity	\$ 4,965.40	\$ 2,879.93	\$ 2,085.47	\$ 4,965.40
	57	Jr Davis Construction Co.	Pay App#17	Greyhawk-Ph 1	\$ 66,879.94	\$ 38,790.37	\$ 28,089.57	\$ 66,879.94
	58	Scherer Construction on NF	Pay App #005	Greyhawk Amenity	\$ 318,369.47	\$ 184,654.30	\$ 133,715.17	\$ 318,369.47
	59	Hadden Engineering, Inc.	Inv 5844	Greyhawk Amenity	\$ 900.00	\$ 522.00	\$ 378.00	\$ 900.00
	60	Micamy Design Group	Pay App3 2/26/19	Greyhawk Amenity		\$ -		
	61	Basham & Lucas Design Grp	Invoice 7797	Greyhawk Amenity	\$ 4,369.60	\$ 2,534.37	\$ 1,835.23	\$ 4,369.60
	62	JR Davis	Invoice 125138 Pay App 18	Greyhawk Phase 1	\$ 9,230.52	\$ 5,353.70	\$ 3,876.82	\$ 9,230.52
	63	Sofitco	30% Deposit	Greyhawk Amenity	\$ 24,363.58	\$ 14,130.88	\$ 10,232.70	\$ 24,363.58
	64	Scherer	Pay App #6	Greyhawk Amenity	\$ 534,873.84	\$ 310,226.83	\$ 224,647.01	\$ 534,873.84
	65	Eiland & Associates	INV 45965	Greyhawk Amenity	\$ 325.00	\$ 188.50	\$ 136.50	\$ 325.00
	66	Basham & Lucas	INV 7819	Greyhawk Amenity	\$ 3,939.20	\$ 3,939.20	\$ -	\$ 3,939.20
	67	JR Davis	Pay App#19	Greyhawk Phase 1	\$ 62,276.73	\$ 62,276.73	\$ -	\$ 62,276.73
	68	Scherer Construction	Pay App #7	Greyhawk Amenity	\$ 307,816.51	\$ 307,816.51	\$ -	\$ 307,816.51
	69	Basham & Lucas	Inv 7841	Greyhawk Amenity	\$ 3,239.20	\$ 3,239.20	\$ -	\$ 3,239.20
7/9/2019	70	Hadden Engineering	Inv 5872	Greyhawk Amenity	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
7/9/2019	71	Hadden Engineering	Inv 5871	Greyhawk Amenity	\$ 450.00	\$ 450.00	\$ -	\$ 450.00
7/9/2019	72	JR Davis	Pay App #20	Greyhawk Phase 1	\$ 49,761.92	\$ 49,761.92	\$ -	\$ 49,761.92
7/9/2019	73	Scherer	Pay App #8	Greyhawk Amenity	\$ 327,079.18	\$ 327,079.18	\$ -	\$ 327,079.18
7/9/2019	74	JR Davis	Proposal	Greyhawk Phase 1	\$ 5,297.72	\$ 5,297.72	\$ -	\$ 5,297.72
8/8/2019	75	Hadden Engineering	Inv 5875	Greyhawk Phase 1	\$ 825.00	\$ 825.00	\$ -	\$ 825.00
8/8/2019	76	Basham & Lucas	INV 7889	Greyhawk Amenity	\$ 1,604.40	\$ 1,604.40	\$ -	\$ 1,604.40
8/8/2019	77	Scherer	Pay App #9	Greyhawk Amenity	\$ 148,692.52	\$ 148,692.52	\$ -	\$ 148,692.52
9/24/2019	78	JR Davis	Pay App #21	Greyhawk Phase 1	\$ 25,344.44	\$ 25,344.44	\$ -	\$ 25,344.44
9/24/2019	79	Micamy Design Group	Invoice 18-020.0-02	Greyhawk Clubhouse FF&E	\$ 23,190.73	\$ 23,190.73	\$ -	\$ 23,190.73

2.

**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 2
GREYHAWK PHASES 2 AND 3
CONSTRUCTION DOCUMENTS REVISIONS AND ADDITIONAL SERVICES**

Scope of Work

England, Thims & Miller, Inc. shall provide consulting engineering services associated with the improvement plan for the Armstrong Community Development District construction improvements. Consulting services shall include, but not be limited to:

TASK I – PHASE 3 PLAN REVISIONS

ETM will incorporate the lot size changes (43' and 53' lots converted to 63' lots) into the construction documents. These changes will affect the Site Plans, Paving and Drainage Plans, Water and Sewer Plans, Roadway profiles, and Lot Grading Plans.

Lump Sum Fee.....\$30,000.00

TASK II – ENHANCED LANDSCAPE PLAN

England, Thims & Miller, Inc. shall coordinate with the District to develop an enhanced landscape plan for the common areas, in accordance with Clay County requirements.

Lump Sum Fee.....\$4,500.00

TASK III – REGULATORY PERMITTING

ETM proposes to prepare permit applications and coordinate the review process for the following permits.

1. Clay County Plan Review
Lump Sum Fee\$4,000.00
2. CCUA Utility Permitting
Lump Sum Fee\$2,500.00
3. CCUA Sanitary Sewer Collection System General Permit Modification
Lump Sum Fee\$1,000.00
4. CCUA Water Distribution System General Permit
Lump Sum Fee\$1,000.00

TASK IV – LIMITED CONSTRUCTION ADMINISTRATION

ETM will provide district directed project inspection for permit certifications/acceptance for Clay County, Clay County Utility Authority, and St. Johns River Water Management District. Also included is coordination with Eisman & Russo on any field changes requiring Engineer's input.

Fee.....\$25,000.00

TASK V – PLAT COORDINATION

ETM will provide plat coordination services for submittal, approval and recording of the Phase 2 & Phase 3 plats. Work will include review of both plats and submittal of comments to the surveyor and preparation of submittals to applicable agencies/entities (Clay County, Clay County Utility Authority, FEMA, Client, District's Attorney, Title Company, etc.) to facilitate recordation.

Lump Sum Fee.....\$15,000.00

FEE SUMMARY

Task I	Phase 3 Plan Revisions	\$30,000.00
Task II	Enhanced Landscape Plan	\$ 4,500.00
Task III	Regulatory Permitting	
	1. Clay County Plan Review	\$ 4,000.00
	2. CCUA Utility Permitting	\$ 2,500.00
	3. CCUA Sanitary Sewer Collection System General Permit Modification	\$ 1,000.00
	4. CCUA Water Distribution System General Permit	\$ 1,000.00
Task IV	Limited Construction Administration	\$25,000.00
Task V	Plat Coordination	<u>\$15,000.00</u>
TOTAL FEE SUMMARY		\$83,000.00

Basis of Estimated Fee (12 Months)

Principal – CEO/CSO/President.....	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer.....	\$195.00/Hr.
Engineer	\$154.00/Hr.
Project Manager	\$180.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Senior Planner.....	\$180.00/Hr.
Planner.....	\$148.00/Hr.
CEI Senior Engineer.....	\$215.00/Hr.
Senior Inspector	\$148.00/Hr.
Inspector	\$120.00/Hr.
Senior Landscape Architect	\$166.00/Hr.
Landscape Architect.....	\$148.00/Hr.
Senior Graphics Technician.....	\$148.00/Hr.
GIS Programmer.....	\$158.00/Hr.
GIS Analyst	\$132.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$148.00/Hr.
Engineering/Landscape Designer	\$128.00/Hr.
CADD/GIS Technician	\$120.00/Hr.
Administrative Support	\$82.00/Hr.
Accountant.....	\$100.00/Hr.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Time of Performance

Services rendered will commence upon District approval and will be completed on or before September 30, 2020

Approval

Submitted by: Scott A. Wied
England, Thims & Miller, Inc.

Date: 9/25/19

Approved by: Jim O'Keefe
Armstrong Community Development District

Date: 9/25/19

C.

Armstrong

Community Development District

Request #8
October 10, 2019

Greyhawk Ventures LLC Deficit Funding

Req	Payee	Amount
78	Jr. Davis Construction Co., Inc. Pay App #21	\$ 25,344.44
79	Michamy Design Studio Inv# 18-020.0-02	\$ 23,190.73
	TOTAL	\$ 48,535.17

Wire Instructions:

U.S. Bank National Association
777 E Winsconsin Avenue
Milwaukee, WI 53202-5300
ABA Routing No.: 091000022
BNF: U.S. Bank CT WIRE CLRG
BNF: Account No: 180121167365
Ref: ARMSTRONG CDD 2017

D.

1.



EVERGREEN
LIFESTYLES MANAGEMENT

ARMSTRONG CDD

October 2019 - Manager's Report

Tiffany Csalovszki
Greyhawk HOA Community Manager
Evergreen Lifestyles Management

ADMINISTRATION

*HOA Violations: Trash Cans concealed. Parking regularly on the street.

Additional Access Cards Given Out This Month: 0

Replacement Access Cards Given Out This Month: 0

Replacement Mailbox Keys Given Out This Month: 0

Amenity Rentals Approved this Month: 0

ADMINISTRATIVE PROJECT UPDATES:

Staff continues to add new residents to community website, e-mail list, and access control software.

Staff continues to provide builders with mailbox keys, access cards, and community welcome packets.

PROPOSALS

- Janitorial (attached)

MAINTENANCE PROJECTS COMPLETED

- Janitorial is being performed every other week by Evergreen Maintenance.
- Replacement of chaise slings to correct color fabric.
- Hurricane Prep and restoration.
- Repaired patio fans from hurricane winds. They were installed incorrectly and will continue to break.
- Cleared attic A/C line after leak.
- Replaced blown lightbulbs in men's room with LED.

MAINTENANCE PROJECTS IN PROCESS OF BEING COMPLETED

- n/a

BOARD DISCUSSION ITEMS

- Sign amended contract for Pest Control.
- Amenity Facility Usage Report

SCHEDULED EVENTS

- October 31st- HOA Annual/Budget Meeting 4pm
- December 22nd – Santa Visit

2.



July 23, 2019

Tiffany Csalovszki
Community Manager
Armstrong CDD
3645 Royal Pines Drive
Orange Park, FL 32065

Dear Tiffany:

Thank you for the opportunity to present the Vanguard Cleaning Systems of Northeast Florida® proposal for arranging commercial cleaning services for Armstrong CDD at the Orange Park facility.

Vanguard, a national leader in commercial cleaning since 1984, has over 19,000 accounts and will answer your needs with professional expertise and dedicated service. In addition, we are insured and bonded for your protection.

Vanguard will also provide a complete "green" approach to cleaning with our use of microfiber products that dramatically reduce dust, dirt & bacteria. Once you've read through this proposal, you should be confident that Vanguard can deliver Armstrong CDD a standard of quality that's hard to beat.

We are extremely confident in our ability to provide service that meets your expectations. Our training and customer service is second to none. In fact, we are so sure you will be satisfied that **we do not ask you to sign a fixed term contract.**

Please let me know if you have any questions for me as I would be happy to clarify any details within this proposal. Thank you again for the opportunity and we look forward to working with Armstrong CDD in the future!

Best Regards,

By email

Robert Dondona
Account Executive
904-535-6752
rdondona@vanguardcleaning.com



Vanguard® Membership



**Building
Service
Contractors
Association
International®**



The Benefits of the Vanguard® Program of Green Cleaning Quality Standards

Cleaning For Health

Breathe Healthier Air

High Filtration Vacuums utilize at least 3 separate filters. These filters capture harmful particles and quickly remove them from your environment.

A Cleaner, Healthier Office

Many green chemicals are equally effective as standard commercial cleaning chemicals. They typically have fewer toxins and Volatile Organic Compounds (VOCs).

Microfiber Equipment

Vanguard Cleaning Systems® franchise owners and other select service providers use Microfiber equipment. The result = less chemicals, which reduces waste and exposure. It also means that they clean virtually every room with a clean applicator so that germs don't migrate from one room (the bathroom) into another (your office).

A healthier work environment helps to improve the overall satisfaction and health of both your employees and customers!

Low Environmental Impact

May Reduce Waste

By using safe chemicals and less of them, Vanguard® franchise owners and other select independent service providers assist customers in minimizing their impact on the environment. Overall, waste output is reduced.

Minimize Toxins

Green cleaning products are designed to have minimal impact on the environment. They reduce the amount of harmful chemicals from your building waste water.



Let the Vanguard® program of green cleaning help your company protect ecosystems and conserve natural resources

Positive Customer Experience

Be proud and display the fact that you care about the health of your customer and the environment.

May Reduce Absenteeism

With a healthier office comes a healthier employee. Reduce absenteeism by bringing in the Vanguard® Program of Green Cleaning.



May Extend the Life of Your Building

Extend the usable life and luster of your building components. By using microfiber and less chemicals you save money both short and long term. Save money by maintaining the expensive parts of your infrastructure.

The Vanguard® franchise system works to ensure the health, safety, and success of your business. Vanguard franchisees and other independent service providers delivers consistent quality cleaning and clear business value.

Vanguard® Green Program Standards

Green Chemicals

Better for you and better for the environment.

Microfiber

Removes more dirt than traditional methods.

High Filtration Vacuums

Remove and capture harmful particles in your office.

Green Replenishment

You can use recycled paper and liner products. These products can be ordered for you upon request!

The Vanguard® Way

The Vanguard Cleaning Systems organization of independent businesses is built on ability of trust, integrity, execution and quality that few can match.



Service Areas

Area to Be Serviced – Oak Leaf Plantation Amenity Center

/	Cleaning Areas
<input checked="" type="checkbox"/>	Fitness Center
<input checked="" type="checkbox"/>	Main Office
<input checked="" type="checkbox"/>	Restrooms (2)
<input checked="" type="checkbox"/>	Covered Lanai and Entrance Areas
<input checked="" type="checkbox"/>	Pool Lounge Areas
<input checked="" type="checkbox"/>	Tennis & Basketball Courts
<input checked="" type="checkbox"/>	Doggie Park

Areas Not to Be Serviced

<input checked="" type="checkbox"/>	Equipment Room
<input checked="" type="checkbox"/>	Playground Equipment
<input checked="" type="checkbox"/>	Storage/Utilities Closets



The Vanguard® Quality Standard

Cleaning Systems

General Amenity Center Areas & Main Office

Services Performed Each Visit...

- Empty all trash receptacles including recycling containers, remove trash/recyclables to a collection point, replace liners as needed, and return trash and recycling receptacles to the proper positions. Client is responsible for liners, which can be purchased through Vanguard.
- Clean entrance glass, including side entrances.
- Vacuum carpeting.
- Clean and polish drinking fountains.
- Dust mop and damp mop hard and resilient floors.
- Spot clean partition glass, removing all fingerprints and smudges each visit.
- Keep janitorial closet clean and neat.
- Lock designated office doors upon completion of cleaning.

Services Performed Each Week...

- Dust horizontal surfaces of desks, tables, cabinets, credenzas, and window sills, etc. (Papers and folders will not be moved unless prior arrangement is made.)
- Remove cobwebs from ceiling corners.
- Dust and remove debris from metal entrance thresholds.

Services Performed Each Month...

- Dust all low reach areas including but not limited to chair rungs, moldings, baseboards, wood paneling, door jambs, etc.
- Dust all high reach areas (above eye level – not requiring a ladder to reach) including, not limited to door frames, ceiling vents and grills, partition tops, picture frames, venetian blinds, high shelves, cabinet tops, etc.
- Vacuum upholstered furniture.

FITNESS ROOM:

Services Performed Each Visit...

- Dust exercise equipment and other surfaces that collect dust nightly.
- Clean mirrors to eliminate finger prints and smudges as needed.
- Empty trash nightly and replace liners as needed.
- Vacuum matted floor areas, spot mop as needed to remove dirt and/or stains.



The Vanguard® Quality Standard

Cleaning Systems

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE CONTINUED...

ENTRANCE AND COVERED LANAI AREAS:

Services Performed Each Visit...

- Dust mop/sweep ceiling to prevent build-up of dirt and cobwebs.
- Clean and sanitize service area sink and counter.
- Empty trash containers and replace can liners.
- Dust lounge furniture and damp wipe or polish as necessary.
- Damp wipe tables and chairs as needed.
- Vacuum all upholstered lounge furniture.

Restroom Areas:

Services performed each visit...

- Restock toilet paper, paper towels, hand soap, and other supplies.
- Empty trash containers and replace can liners.
- Dust mop and damp mop and sanitize ceramic and resilient floor surfaces.
- Clean and sanitize sinks, counters, and restroom fixtures including toilet bowls, toilet seats, and urinals.
- Clean and polish mirrors, glass and chrome.

POOL LOUNGE AREAS:

Services Performed Each Visit...

- Damp wipe all tables and chairs. Vacuum all upholstered lounge furniture.
- Lower any table umbrellas left in raised (open) position.
- Empty trash containers and replace can liners.

TENNIS AND BASKETBALL COURTS, DOGGIE PARK AREAS:

Services Performed Each Visit...

- Empty trash containers and replace can liners.
- Empty pooper station receptacles.



The Vanguard® Quality Standard

Cleaning Systems

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE CONTINUED...

JANITORIAL CLOSETS:

Services Performed Each Visit...

- Keep stock, including janitorial equipment, clean, neat and orderly.
- Maintain all cleaning chemicals and solutions in properly labeled containers.
- Empty and rinse mop buckets nightly.



Special Services

PRICING AND SPECIFICATIONS

CUSTOMER	SPECIFICATIONS	
Armstrong CDD 3645 Royal Pines Drive Orange Park, FL 32065	PRICE	\$1,040.00 per month
	FREQUENCY	Three times per week (M,W,F)
	START TIME	After 5 pm

To get started with Vanguard Cleaning:

REVIEW	SIGNATURE	RECOMMENDED	SUBMIT	START
Please review the specifications and pricing presented in this proposal.	Please review and sign the Cleaning Service Agreement on the following page.	We recommend an optional one-time deep clean, to bring your account up to a high standard without delay.	Please fax or email the signed Agreement to Vanguard. 904-332-9070	We will schedule a walk-through with your new Vanguard service provider and start cleaning your facility according to your desired schedule!

PERIODIC ADVANCED FLOOR AND CARPET CARE ALSO AVAILABLE: CALL FOR PRICING

Hard Surface Floors

- Machine scrub non-finished grouted floor areas to remove soil from grout. Performed _____. Included / Priced separately at a rate of _____.
- Spray wax and buff finished resilient tiled floor surfaces. Performed _____. Included / Priced separately at a rate of _____.
- Scrub and recoat finished resilient tiled floor surfaces. Performed _____. Included / Priced separately at a rate of _____.
- Strip and wax finished resilient tiled floor surfaces. Performed _____. Included / Priced separately at a rate of _____.

Carpets

- Steam clean/extract carpets. Performed _____. Included / Priced separately at a rate of _____.



Special Services

The undersigned Client hereby accepts the proposal of Northeast Quality Services d/b/a Vanguard Cleaning Systems of Northeast FL to arrange janitorial services to be performed in Client's premises located at:

3645 Royal Pines Drive
Orange Park, FL 32065

With the following terms:

1. Beginning Vanguard Cleaning Systems of Northeast FL ("Company") will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" in the evenings three days per week at a monthly cost of \$1,040.00 plus applicable state and local sales tax. Carpet Shampoo, Stripping and Waxing of tiled areas, Scrubbing and Recoating with wax, and Window Cleaning services are available upon request at an additional charge.
2. Vanguard will perform all janitorial services specified in the service schedule in a satisfactory manner. In the event of non-performance by Vanguard, client shall first give verbal and/or written notification to Vanguard so that we may attempt to correct the problem.
3. Either Client or Company can cancel this Agreement at any time by giving 30 days advance written notice of cancellation to the other party.
4. All cleaning equipment and supplies are included in the price, with the exception of toiletries, liners and paper supplies, which can be purchased through Company. Please see attached supply list or contact Vanguard for an up to date pricing list.
5. Client will be invoiced on the first of the month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10th of the month in which they are due are delinquent and subject to a service charge of 1.5% per month (18% annum). Company can suspend services pending receipt of late payments without liability.
6. Services are not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price is not pro-rated or reduced for non-performance of scheduled services on the noted holidays.
7. Client will deliver to Company with a signed copy of this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement is cancelled, upon payment of final balances due to Vanguard.

Accepted:

Armstrong CDD

Vanguard Cleaning Systems of Northeast Florida

Name

Name

Date Signed

Date Signed

Armstrong CDD Tax ID Number _____



Special Services

Vanguard® Special Services Overview

The following services can be arranged upon request at an additional charge.

Hard Surface Floors

Hard surface finished floors can be maintained through a scheduled maintenance program incorporating the following elements:

Strip and Refinishing: removal of all old floor finish (stripping), thorough cleaning and rinsing of the bare floor surface, and reapplication of several coats of new floor finish to protect the floor from damage and optimize appearance.

Scrub and Recoat: Periodic interim maintenance involving removal of top layer of floor finish, thorough cleaning of the floor, and reapplication of finish. Performance of Scrub and Recoat jobs extends the useful life of the floor finish, saving money by reducing the frequency of more costly Strip and Refinish jobs. Also, Scrubbing and Recoating is the environmentally responsible alternative to Stripping and Refinishing, as it minimizes the need for harmful stripping chemicals.

Spray Buffing or High Speed Burnishing: Restores shine to finished floors to keep them looking their best. Depending on the traffic and requirements of the facility, Buffing or Burnishing may be performed anywhere from quarterly (low traffic areas) to monthly (typical office building lobbies and hallways) or more frequently (hospitals, supermarkets and other retail environments).

Carpet Cleaning

Periodically carpet cleaning is advisable to extend the carpet life and keep it looking great. Vanguard franchisees can provide your facility with several carpet cleaning options.

Extraction: Hot water with cleaning solution is sprayed onto the carpets, agitated into the carpet fibers, and vacuumed out.

Shampoo: In buildings where it is not possible to avoid walking on the carpets for 5-6 hours, shampooing allows for quicker drying of the carpet than extraction.

Bonnet cleaning: This is an interim maintenance method that is often utilized for high traffic areas to keep the appearance clean in between more intensive cleanings.

Dry methods: May be best for carpets that are more prone to moisture damage or that have round-the-clock foot traffic.



Supplies

You can order toiletries, paper towels, soap, etc., through the Vanguard® Regional Office at a competitive price!

Instead of going to Costco or driving to a nearby janitorial supply store, these products can be drop shipped directly to your facility. Our prices are competitive and your Vanguard franchisee or other Service Provider can stock these items in your restrooms, etc.

This can be initiated either by a fax order or by contacting the Vanguard Regional Office. If you have any questions, please call the Vanguard Regional Office.

A sample of our prices include the following:

Facial Tissue, 30 case
Toilet Tissue, 2ply, 96 case
Roll Towels, white (household style), 30 case
Roll Towels, coromatic
Singlefold Towels, natural, 12 case/4000 sheets
Singlefold Towels, white, 12 case/3000 sheets
Multifold Towels, white, 12 case/4000 sheets
Multifold Towels, bleached, 12 case/3000 sheets
C-Fold Towels, emb/white, 16 case
Seat Covers, ½ Fold, 250 pack, 20 pks/case
Tampons, 500 case
Sanitary Napkins #4, 250 case

Please Call for an Up to Date Price List

3.

Grey Hawk

Janitorial proposal

This agreement is entered into by and between Grey Hawk Homeowners Association and AHD Pressure Washing and Cleaning (hereinafter Contractor or AHD)

Grey Hawk HOA hereby accepts the proposal submitted by AHD. Both agree that said proposal hereby becomes part of this contract

SEVICES: Services shall be performed (2) days a week during the months of April – October and (1) day A week during the months of November – March.

REPORTS TO: Management Agent and receives all direction from Management Agent.

FEES: All janitorial duties are to be billed monthly for a flat rate of \$700.00. Any additional worked needed will be billed at a rate of \$25.00 per hour with a minimum of \$50.00

SCOPE OF WORK: Contractor shall maintain the cleanliness of the listed areas as follows:

POOL AREA:

1. Straighten pool furniture and wipe down tables
2. Pick up all trash from around the pool
3. Remove all trash and replace liners

OFFICE:

1. Clean floor
2. Clean windowsills
3. Remove trash and replace liners
4. Clean windows as needed (inside)

GYM:

1. Wipe down all equipment
2. Wipe down windowsills
3. Clean windows as needed (inside)
4. Vacuum and mop floors
5. Remove trash and replace liners
6. Restock wipes
7. Clean mirrors

RESTROOMS:

1. Check And restock paper and soap products
2. Clean toilets
3. Clean mirrors, sinks, counters, paper towel dispensers, soap dispensers, and faucets
4. Sweep and mop floors
5. Wipe down all smug marks on partitions walls
6. Empty trash and replace liners

AMENITY CENTER:

1. Walk area playground, tennis courts, around building and pick up trash
2. Remove trash and replace liners
3. Wipe down any counters or windowsills under covered area
4. Spot sweep or blow off floor under covered area
5. Polish water fountain
6. Wipe smug marks from doors and casings
7. Clean bulletin board glass and polish casing if installed

OTHER SERVICES PROVIDED BY AHD BUT NOT INCLUDED IN THIS PROPOSAL

1. Pressure washing of the facility
2. Exterior window cleaning
3. Hurricane preparations
4. Staffing the facility with monitors

AHD is available to schedule and start as soon as needed and is looking forward to servicing your Amenity Center.

This binding contract constitutes the entire agreement between Grey Hawk HOA and AHD. Any modifications to this contract must be agreed upon in writing and signed by both parties

GREY HAWK HOA

AHD PRESSURE WASHING AND CLEANING

Authorized signer (please print)

Signature

Date

CONTRACT START DATE _____ with auto renew

Termination of contract will be a 30 Day notice by either party

4.

COMPREHENSIVE FACILITY MANAGEMENT SOLUTIONS

Tel. 516.418.2130
Web. www.SummitFacilitySolutions.com



SUMMIT
FACILITY SOLUTIONS

CLIENT: GREYHAWK COMMUNITY

Delivered on: August 22, 2019
Submitted by: Kevin Allen





Dear Tiffany Csalovszki,

Managing your facility is no easy task - considering everything from cleanliness, floor care, general maintenance, pest management - the list is endless...

We at **Summit Facility Solutions** have adopted a partnership approach to facilities management. Our success is founded on the premise that success in managing your client space requires both the vendor (that's us!) and the customer to form a synergy and work together. This means great communication, constant quality assurance improvement and a dedicated team to get the job done.

We understand the day to day struggle with maintaining your facility; we go beyond the vendor/customer relationship and integrate ourselves into your space to learn the idiosyncrasies early on, so we can design a custom approach to managing the growing needs of your space.

The business case for clean and sanitary work space is obvious. Your customers and employees never have to think or complain about the condition of their premises; and Greyhawk Community never has to wonder or worry about whether washrooms are hygienic or garbage cans are emptied.

...It just gets done!

In other words, when it comes to janitorial services, no news is good news! At **Summit Facility Solutions**, we don't just maintain basic standards - we go above and beyond.

I've prepared this proposal for **Greyhawk Community's** specific needs.

I look forward to partnering with you to enhance your already outstanding reputation.

Leave the dirty work to us,

Kevin Allen



ABOUT US

Summit Facility Solutions offers a full range of cleaning services to suit any business and any budget. From light office cleaning to deep institutional kitchen cleaning, our highly trained staff will ensure your environment is pleasant, safe, and healthy. For your peace of mind, we carry comprehensive general liability and property damage insurance, and all our staff members are covered by Workers' Compensation. We adhere to all Federal and Local regulations and screen each candidate for work eligibility to ensure complete compliance with labor laws.

Our cleaning philosophy

We believe a clean working and living environment is a healthy working and living environment. Our systematic approach to establishing and maintaining the highest standards of cleanliness means you can focus on your work and your customers. Quality control is very important to us. Over our many years in the business, we've developed a foolproof system of weekly, monthly, and yearly janitorial maintenance that guarantees results.

Our people

Each member of the Summit team is carefully screened. We hire only the most conscientious and professional candidates. Each cleaner is thoroughly trained on our systems, products, and equipment and constantly monitored on their daily performance.



Our clients

Satisfied clients include many institutions and businesses in your community

CALZEDONIA

intimissimi
Italian lingerie

kw | KELLER WILLIAMS
REALTY

we work

Kidville

LANDS' END

ACDelco

vevo

Denny's

s a n d r o
PARIS

DOS TOROS
TAQUERIA



ESTÉE LAUDER Sprint

bluemercury
makeup • skincare • spa

NBC UNIVERSAL

ROC NATION

RE
RECHLER
EQUITY
PARTNERS



PORCELANOSA
TILE • KITCHEN • BATH • HARDWOOD

Marshalls

Casper

ONE PERFECT MATTRESS

MedMen

smashburger

SWAROVSKI

Douglas Elliman
EST. 1911
REAL ESTATE

Orangetheory
FITNESS

verizonwireless

VINCE.

Sylvan
Learningsm

Del Frisco's

DOUBLE EAGLE
STEAKHOUSE





WHY SUMMIT

SINGLE SOURCE PROVIDER

Summit is a comprehensive facilities provider, offering a suite of facility services in one place. Our core business is commercial cleaning services; however, we offer all ancillary services that compliment the daily function of your facility: Pest Management, Window Cleaning, Carpet Care, Stripping/Waxing/Burnishing, Security/Concierge Services, Office Wellness, and many more...

A CUSTOM JANITORIAL PROGRAM

The needs of each facility are different, this is why we put a custom janitorial program together for each of the facilities we service. We break down the program into three sections: General Cleaning, Periodic Scheduling and General Maintenance. Ensuring that the correct program is put in place from the start is paramount to the correct service delivery and function of your unique space.

COMPREHENSIVE ON-BOARDING PROGRAM

You don't get a second chance to make a first impression - we get that! To ensure we get it right the first time, we have a comprehensive on-boarding program that is carefully reviewed with each client. This program covers all aspects of the startup from client space access, backup keys, trash scheduling, sensitive areas, recommended services, invoicing parameters, invoice setup, etc.

WE MODEL AFTER 'ISSA' STANDARDS

Our training standards are modeled after the "ISSA Standards of Cleaning" to ensure our service delivery is delivered to the highest standard. The ISSA family of Clean Standards establishes a framework to help facilities objectively assess the effectiveness of their cleaning processes using ATP meters in conjunction with a more traditional audit process. Based on the philosophy of "Clean, Measure, Monitor," the ISSA Clean Standards contribute to the quality of the indoor environment.

Please follow this link to see a copy of the standard: [ISSA Standards of Cleaning](#)





CROSS-CONTAMINATION PREVENTION

We feel that cross-contamination is one of the most overlooked things in our industry. We implement the use of color coded rags, dusters and mop heads as well as catch basins for our mop buckets to ensure the spread of germs is controlled. *(No janitorial provider should clean your desk with the same rag that was just used to clean the restroom.)*

FINANCIAL STABILITY & INSURANCE

Summit Facility Solutions is a financially sound entity. We are properly insured with General Liability and Umbrella Insurance with an A.M. Best AMB-1+ Rating carrier. Our financial health/credit score can be monitored on Dun & Bradstreet website by searching by our D-U-N-S: 09-873-5963. Summit also holds a \$50,000 Surety Bond, which can be presented upon request.

OUR PARTNERSHIP APPROACH

We have adopted a partnered approach to facilities management - requiring effort of both parties to ensure expectations are managed, service delivery is being monitored and the overall goals are being met. Our success is founded on the premise that success in managing your client space requires both the vendor (that's us!) and the customer to form a synergy and work together - this means great communication, constant quality assurance and improvement and a dedicated team to get the job done.

SUSTAINABILITY / GREEN INITIATIVE

Our programs are designed with conservation and the environment in mind. We offer initiatives such as Green Seal Certified Chemicals as well as a Communal Garbage initiative to create a more sustainable approach to facility management.

24/7/365

Summit operates a 24/7/365 operation. Our staff are on call and we have a live operator for after hours emergencies. We understand that things happen at all hours of the day in your facility and we are here to assist!



AN EDUCATED CUSTOMER..

At Summit, we believe that an educated customer is paramount to both parties success.

With that said, we would like to break down the three components that need to be orchestrated correctly in order for your facility to appear well maintained and clean.

1. GENERAL CLEANING

General Cleaning involves the routine cleaning and sanitization of your facility or office. This is a baseline program which will involve the emptying of trash cans, vacuuming, mopping, restocking of dispensers, etc. Often times, customers believe that general cleaning is all they need to keep their space presentable and maintained, which is a common misconception. All facilities need a proper periodic schedule of specialty work and a general maintenance program to be successful.

2. PERIODIC SPECIALTY WORK

In addition to General Cleaning, a periodic plan needs to be instituted for all your specialty work to be done. This includes, Carpet Cleaning, Wall Maintenance, VCT Strip/Waxing, Restroom Scrubbing, High Dusting, Window Cleaning, etc. This step is often overlooked when general cleaning contracts are signed and without these extra services the space will eventually appear neglected.

3. GENERAL MAINTENANCE

Since we have already defined your General Cleaning and Periodic Scope in the above two sections - we need to review General Maintenance. If a wall needs to be repainted, a carpet needs to be replaced, or holes in your walls need to be patched - this is where the 'maintenance' portion comes into play. If damage exists (eg: a restroom stall door has a broken hinge, a dispenser is inoperable), we will always make these known to you so we can get these things remediated as soon as possible. While this isn't a cleaning issue, it adds the appearance of neglect to the overall feeling of your space.

SERVICE DELIVERY

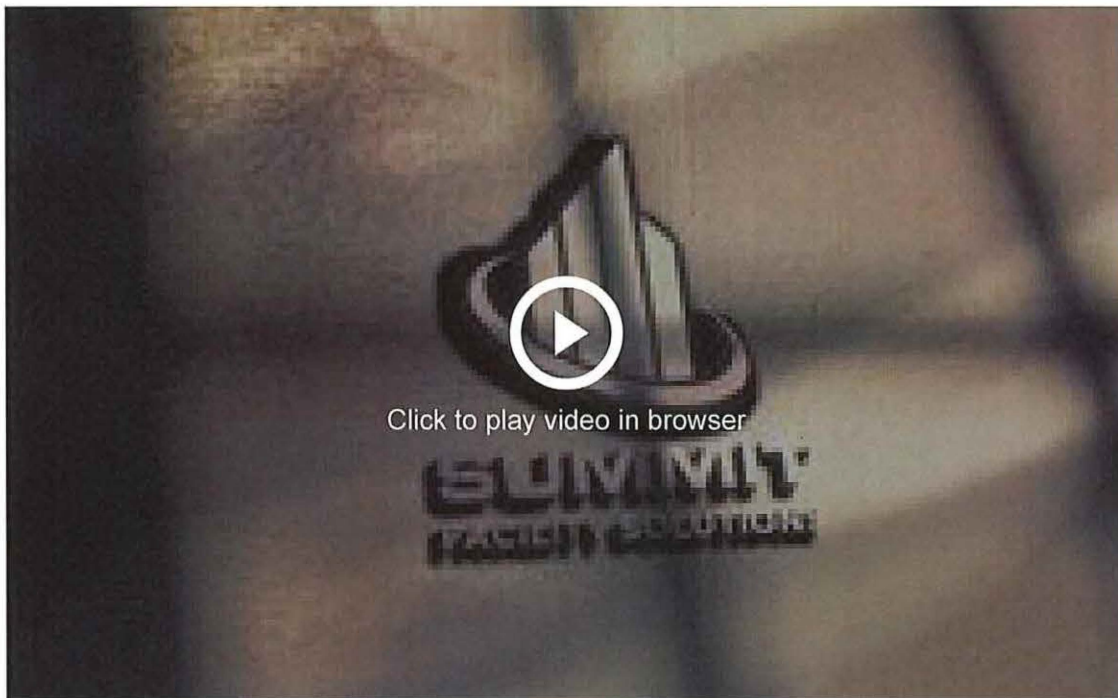
The Summit Difference...

SUMMIT HAS ADOPTED 'THE ISSA CLEAN STANDARDS' AS THE FRAMEWORK FOR OUR TRAINING AND SERVICE DELIVERY.

The ISSA family of Clean Standards establishes a framework to help schools and other institutional facilities objectively assess the effectiveness of their cleaning processes using ATP meters in conjunction with a more traditional audit process. Based on the philosophy of "Clean, Measure, Monitor," the ISSA Clean Standards contribute to the quality of the indoor environment by focusing on:

- The desired levels of cleanliness that can reasonably be achieved
- Recommended monitoring and inspection procedures to measure the effectiveness of cleaning
- How to use the measurement and inspection results to assess and improve cleaning processes and products, ultimately resulting in a clean, healthy, and safe indoor environment.

WATCH ISSA'S "VALUE OF CLEAN" VIDEO FOR A BETTER UNDERSTANDING:

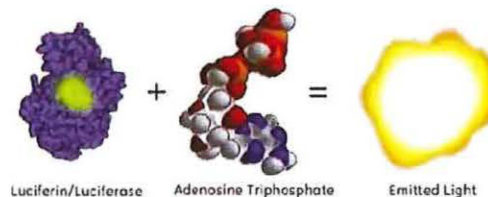


HOW WE MEASURE "CLEAN"

VIA ATP TESTING OF A SURFACE

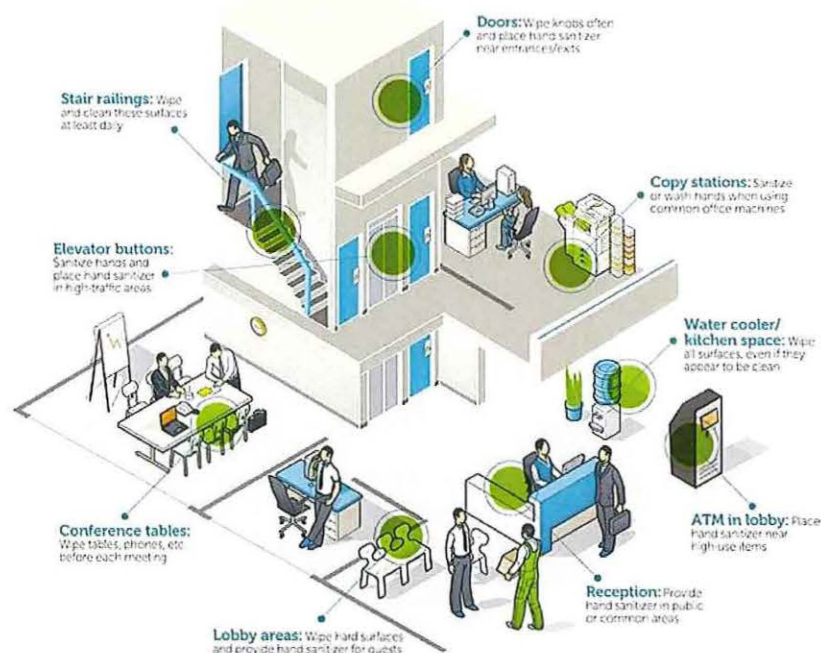
What is ATP testing?

Adenosine Triphosphate, or ATP, is the energy molecule found in all living and once-living things, making it a perfect indicator when trying to determine if a surface is clean or not. With an ATP hygiene monitoring system, ATP is brought into contact with Hygiena's unique liquid-stable reagent in the test device. Light is then emitted in direct proportion to the amount of ATP present in the sample and read in the SystemSURE Plus, providing information on the level of contamination in seconds.



Hygiena Suggested* ATP Levels of Clean	
Ultra-Clean Sterile surfaces and food prep areas	0-10
Very Clean Critical touch points	11-30
Good Clean Floor req't. and typical microfiber towel performance	31-80
Somewhat Dirty Caution: Surface should be cleaned and has some risk of contamination from disease-causing bacteria (typical mopping practices perform in this range)	81-200
Dirty Warning: Surface needs cleaning and has medium risk of contamination from disease-causing bacteria	201-500
Very Dirty Danger: Surface needs cleaning and has medium to high risk of contamination from disease-causing bacteria	501-1000
Filthy Danger: Surface needs cleaning and has high risk of contamination from disease-causing bacteria	> 1000

ATP Testing is done at High Touch Point Areas, as defined below:



QUALITY ASSURANCE

EXPERIENCE THE

Summit Facility Solutions

ADVANTAGE

We equip our cleaners with mobile technology that helps them do their best work, and allows us to better manage our team. Here's what it means for you:

- Our cleaners know exactly how you'd like your space to be cleaned, even when they're new
- If a cleaner misses a shift, we know about it first and can ensure your space is still cleaned on time
- We begin addressing any issues that arise on site before they impact you or your business



Our office cleaners use Swept, and we noticed a difference instantly. They know when little things come up and just deal with it! - BRIANNA STRATTON, THE BRIDGE

Removing Language Barriers

Miscommunications can impact the quality of service you receive. We use Swept to send messages, instructions, and feedback in the cleaner's native language. This ensures our cleaners understand what is expected of them and allows them to do their best work.

Reporting Problems Proactively

No one is perfect, but we differentiate ourselves by being proactive if something does come up. Our cleaners are trained to report any issue, big or small, at the end of their shift so that their manager is aware and can begin troubleshooting immediately.

Customized Cleaning Instructions

Say goodbye to log books, and hello to the future of cleaning. With your permission, we'll take photos of your space and add notes to each one for our cleaners. With these detailed, visual instructions our cleaners will know exactly how you'd like each room to be cleaned.



Summit Facility Solutions
1354 Old Northern Blvd.
Roslyn, NY 11575

Phone: 1 (516) 418 2130
www.summitfacilitiesolutions.com

swept

Summit Facility Solutions uses Swept to improve communication and management. To learn more about Swept, visit sweptworks.com



FACILITY RECOMMENDATIONS

PHILIPS HEARTSTART ONSITE

Complete AED Package

Your Complete AED Package Includes:

- 1 Brand New Philips HeartStart OnSite AED
- **8 Year Warranty**
- 1 Pair Of Adult Smart Pads
- 1 Battery With 4 Year Warranty
- 1 User Manual
- 1 Quick Use Guide
- Philips HeartStart Review Express
- **1 FREE** Philips HeartStart OnSite Carrying Case
- **1 FREE** Demonstration & Training DVD
- **1 FREE** Premium AED+CPR Responder Kit (\$50 value)
- **1 FREE** American AED+CPR Quick Reference Card
- **1 FREE** Inspection / Maintenance Tag
- **2 FREE** AED "Equipped Facility" Decal / Sticker
- **1 AED Storage Wall Cabinet**
- **1 Double Sided Flanged AED Sign**
- **AMERICAN AED Lifetime Maintenance Notification & Support**



PRICE:

\$1,599.00

Installation Included



ALL PURPOSE FIRST AID CABINET

ANSI/OSHA Compliant

- 4 shelf metal cabinet first aid cabinet.
- Fully compliant with ANSI Z308.1-2009 standards and meets or exceeds Federal OSHA Regulations (may vary by region)
- White moisture resistant steel case.
- This cabinet measures 5.75 x 15.5 x 22.75 inches.
- First Aid Booklet offers help and guidance in emergency situations
- 1,110 Total Pieces; Designed for 250 Employees



Rapid Care First Aid's 4 Shelf Cabinet is fully compliant with ANSI Z308.1-2009 standards and meets or exceeds Federal OSHA Regulations (may vary by region). With over 1,322 pieces, our 4 shelf first aid kit cabinet is ideal for any job site, facility, home or office. Our 4 Shelf First Aid Cabinet comes in a white moisture resistant steel case which is wall-mountable. The latches on our first aid cabinet close securely to keep the contents in place at all times when transporting. Our 4 Shelf First Aid Cabinet also comes with a First Aid Booklet which offers help and guidance in emergency situations.

PRICE:

\$219.00

Installation Included

TRASH RECEPTACLE OPTIONS

TO REPLACE YOUR EXISTING TRASH RECEPTACLES



Slim Jim® Recycling Station 3 Stream Landfill/Paper /Bottles Cans

PRICE: \$308.00 PER SET

An adaptable recycling solution offers a front-of-house look with back-of-house functionality.

Intuitive lid openings help patrons and staff sort recyclables more effectively.

- Provide better waste stream visibility by selecting a color and waste stream label for your facility needs.
- Hinging lid inserts are optimized to fit any size recyclable.
- Simple and durable execution. Components snap in place without the use of hardware.

Wastebasket Small 13 Qt Black

PRICE: \$6.47 EACH

Space-efficient, economical, and an easy and an effective way to recycle.

All-plastic construction won't chip, rust or dent. Rolled rims add strength, and are easy to clean

- Fits under standard-height desk
- Recycling options available





YOUR CUSTOMIZED PLAN AND INVESTMENT

SCOPE OF WORK - AMENITIES CENTER, GYM, POOL AREA

General Housekeeping

- Empty all waste paper receptacles, including in tennis court, basketball court, pool, playground, and dog park areas and take trash to a designated area in the building for removal
- Wipe all internal partition glass free of smudges and fingerprints
- Spot clean walls
- Clean and dust all horizontal surfaces
- Clean and sanitize drinking fountains / water coolers
- High dust under pool awnings
- Straighten up chairs beneath tables in pool area

Floor Maintenance

- Spot Sweep (Nightly), Vacuum (As Needed) - All common areas and office in front
- Dust Mop (Nightly), Damp Mop (Nightly) - All common areas and office in front

Outdoor Kitchen Area:

- Clean and disinfect all kitchen counters, tables and sinks
- Restock kitchen paper and soap products provided by Greyhawk Community

Restrooms:

- Clean and polish all dispensers and fixtures
- Clean and disinfect wash basins, toilet bowls, urinals, and counter tops
- Spot clean walls and toilet partitions with color coded microfiber cloths
- Polish all metal and mirrors
- Restock expendable products: paper towels, toilet tissue, hand soap, liners and deodorant products provided by Greyhawk Community.

Notable Items:

- Close umbrellas above tables when no one is at the pool
 - Refill dog waste pickup bags in dispenser at dog park
-



JOB DETAILS

Scheduling

Site Address: Greyhawk Community - 4044 Heatherbrook Pl, Orange Park, FL 32065

Days/Date of Service: 2x/3x per week based on selection

Time of Service: TBD

Labor Required/Assigned: 1-2 Cleaning Technicians

Supplies and Materials

Cleaning Supplies Cleaning Supplies and Equipment will be provided by *Summit Facility Solutions* and Chemicals:

Consumables (Paper & Plastic): All consumables will be provided by Greyhawk Community

Pricing

Description	Price	Qty	Subtotal
<input checked="" type="checkbox"/> General Cleaning Services - Monthly Cost 3x per week	\$1,454.88	1	\$1,454.88 / month
<input type="checkbox"/> General Cleaning Services - Monthly Cost 2x per week	\$1,039.20	1	\$1,039.20 / month
Total per month			\$1,454.88



OUR AGREEMENT AND NEXT STEPS

To contract Summit Facility Solutions for a **month-to-month** term please sign in the space provided below.

Services are billed at the beginning of each month are due based on Net 30 Payment Terms from Invoice Date.

Our cancellation policy requires 30 days notice by either party.

CONTRACTOR AGREEMENT

This Contractor Agreement (Hereinafter "Agreement") is made on this day of Not yet accepted between **Greyhawk Community** (Hereinafter "Client") and Summit Facility Solutions (Hereinafter "Contractor"). It is agreed as follows:

ARTICLE ONE - TERMS OF PRICING

1.1 PRICING TERMS

- Pricing is valid through December 31, 2019 and does not include applicable sales tax
- Pricing includes all Wages, Payroll Taxes and Insurance, Sick Days, etc.
- Holidays: Pricing does not include OT coverage on Holidays. Summit can provide coverage during holidays as requested by the customer and will be subject to the OT rate.
- Overtime: Any labor hour requested without advance notice shall be subject to OT
- Pricing does not include health coverage in accordance with ACA as we find that there is very low participation from our labor pool. However; should an employee elect coverage, we will pass through the actual cost to the customer with no markup.
- Uniforms: Summit will provide a basic uniform (Shirt or Apron) to each employee; should a custom uniform be requested we will bill back

ARTICLE TWO - TERMS OF AGREEMENT

2.1 TERMS OF PROPOSAL AND TERMINATION

For Recurring Service: This Proposal shall remain in effect for a period of thirty (30) days from the date set forth below. The proposal shall automatically renew every month according to the same terms and conditions contained herein, unless either party notifies the other party in writing (by email or certified mail). Either Party may terminate this Proposal with or without cause upon giving the other party thirty (30) days written notice of same.

Summit Facility Solutions can terminate the Proposal at any time during the Term or any renewal Term in the event that the Client is more than 45 days delinquent with regard to any payments due to Summit Facility Solution and/or fails to submit timely payment more than three (3) times during tenancy of the relationship from the date of contract signing.



INITIAL
Tiffany Csalovszki

For One-Off Services: This proposal shall remain in effect up until the completion of the service being performed. This contract is cancellable without penalty if cancelled up until 24 hours to the services being performed. If cancelled within 24 hours, a 10% cancellation fee of the proposed total will apply and not be applicable to any future service. If we arrive at the job site and are turned away, a trip charge of \$250 will be charged and is not applicable to any future services.

2.2 LABOR AND SUPPLIES

Summit Facility Solutions shall supply sufficient personnel to perform the Services at the Site. All supplies, tools, materials, equipment and implements required to perform the Services will be furnished by Summit Facility Solutions unless otherwise indicated, unless stated otherwise in the 'Job Details' Section.

2.3 INSURANCE

Summit Facility Solutions is fully insured and bonded with regard to its performance of the Services. Proper certificates of insurance can be provided upon request by Client. Client represents and warrants that it has in effect general and/or premises liability insurance sufficient to cover Summit Facility Solutions and its personnel in connection with any negligent and/or reckless acts or omissions by Client and/or Client's agents.

2.4 PAYMENT AND TAXES

Summit Facility Solutions will invoice Client monthly for the above Services and any additional authorized expenses (i.e., supplies). Payment is due in full net 30 days from invoice date of each month. Invoiced amounts will include all applicable sales taxes. Summit Facility Solutions shall be responsible for all city, state, and federal payroll taxes in connection with the personnel assigned by it to perform the Services.


In addition to any other relief and remedies available to it, Summit Facility Solutions has the right to immediately suspend all Services and/or terminate this Proposal, in its sole discretion, in the event that Client fails to timely remit payment more than three (3) times during the Term and/or any renewal Term. In the event of default or bankruptcy, the client agrees to personally guarantee all monies owed with respect to this contract. Outstanding balances which remain unpaid in excess of 30 days shall be subject to a 1.5% service charge per month in addition to any and all other remedies and relief available to Summit Facility Solutions with regard to same.

2.5 SUCCESSORS AND ASSIGNS

Client may not assign this Proposal and/or any rights hereunder to any third-party(ies) unless Summit Facility Solutions authorizes same in writing. This Proposal may be assigned (by operation of law or otherwise) by Summit Facility Solutions to any successor entity or affiliate of Summit Facility Solutions upon Summit Facility Solutions providing Client with written notice of same.

2.6 NON-WAIVER OF RIGHTS

The failure to enforce at any time the provisions of this Proposal or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the right of either party to enforce each and every provision in accordance with its terms.

 INITIAL
Tiffany Csalovszki

2.7 NATURE OF SERVICES RELATIONSHIP

Nothing contained herein shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the parties. Client has no authority to assume or create any obligation or responsibility, express or implied, on behalf of Summit Facility Solutions or to otherwise legally bind Summit Facility Solutions.

2.8 COUNTERPARTS

This Proposal may be signed in one or more counterparts, each of which shall constitute an original and which together shall constitute one and the same instrument.

2.9 DISPUTE RESOLUTION

Any controversy or claim arising out of, or relating to this Proposal shall be submitted to the American Arbitration Association in New York, New York for final and binding resolution in accordance with its rules and regulations, with each party bearing responsibility for its share of the costs of same, except that, in addition to any other available relief and remedies, the prevailing party in any such dispute shall be entitled to reimbursement by the non-prevailing party of its reasonable attorneys' fees and costs incurred in connection therewith.

2.10 FORCE MAJEURE

Acts of God, fires, or other catastrophes, epidemics or quarantine restrictions, or other cause(s) beyond the reasonable control of a party, not reasonably foreseeable, which prevent or delay Summit Facility Solutions in providing the Services, or the Client from receiving Services ("Force Majeure Event"), shall suspend such affected party's obligations, including obligations of performance (and payment with respect thereto) during the period required to remove such Force Majeure Event; provided that such Force Majeure Event shall not affect any payment obligations that arose prior to the Force Majeure Event. Such affected party shall promptly notify the other party of the Force Majeure Event and the nature of such Force Majeure Event.

ARTICLE THREE - EXCLUSIONS


3.1 TRASH/SANITATION VIOLATIONS

Summit Facility Solutions is not responsible for any trash violations issued by the Department of Sanitation. We will assist the customer in disputing any fines or violations to the best of our ability but are not responsible for any monetary costs associated with this.

ARTICLE FOUR - CAPACITY

4.1 CAPACITY OF CONTRACTOR

It is acknowledged by the parties here to that the Contractor is being retained by the Client in the capacity of Independent Contractor and not as an employee of the Client. The Client and the Contractor acknowledged and agree that this agreement does not create a partnership or joint venture between them.

 INITIAL
Tiffany Csalovszki

ARTICLE FIVE - STAFFING TERMS

5.1 CANDIDATE ASSIGNMENTS

If during the term of this Agreement and for twelve (12) months thereafter, you solicit or hire away any of Summit's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Summit a direct hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annualized salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Pro-Rates Fee Schedule
0 to 240 Hours	100% of Permanent Placement Fee
241 to 480 Hours	25% Discount from Permanent Placement Fee
481 to 720 Hours	50% Discount from Permanent Placement Fee
721+ Hours Until Date of Hire	75% Discount from Permanent Placement Fee

You also agree to pay a fee if you hire or retain a candidate, in any capacity, referred by Summit within one (1) year after that candidate was presented to you, regardless of whether you learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by you:

Annualized Compensation Fee Percentage


Below \$40,000	25%
\$40,000 - \$79,999	30%
\$80,000 and above	35%

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

ARTICLE SIX - GENERAL CONTRACT PROVISIONS

6.1 HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

 INITIAL
Tiffany Csalovszki

6.2 ENTIRE AGREEMENT

This Agreement between these parties with respect to all of the matters herein and its execution has not been included by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated by reference and form part of the Agreement.

6.3 LEGAL MATTERS

Should any legal action be required to enforce or interpret any part of this Agreement, the winning party shall be entitled to their legal costs. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

The Client has provided the following as contact information:

Company: Greyhawk Community

Email: tcsalovszki@evergreen-lm.com

The Contractor has provided the following as contact information:

Summit Facility Solutions

1354 Old Northern Blvd

Roslyn NY 11576

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

SIGNING SPACE



SIGNATURE

Kevin Allen

Summit Facility Solutions _____

Date: Not yet accepted



SIGNATURE

Tiffany Csalovszki

Greyhawk Community _____

Date: Not yet accepted

BROCHURE OF SERVICES



Our Services

Janitorial Division

- General Cleaning Services
- Green / Eco-Friendly Cleaning Services
- Porter/Matron Service
- Handyman/Superintendent Services
- Post Construction Cleanup / Deep Cleaning Services
- Restroom Sanitization
- Refrigerator/Appliance Cleaning
- Carpet Shampooing (Bonnet & Extraction)
- Furniture and Upholstery Cleaning
- Blind Cleaning
- Pressure Washing
- VCT Stripping & Refinishing
- Floor Buffing & Burnishing
- Tile & Grout Cleaning
- High Dusting
- Kitchen and Lavatory Supplies
- Escalator Cleaning
- Computer / IT Room and Sensitive Equipment Cleaning
- Junk Removal / Trash Hauling

Restoration & Maintenance Division

- Metal Maintenance: Polishing, Plating, Refinishing, Polishing, Cleaning
- Natural Stones Surfaces: Polishing, Honing, Diamond Cutting

Window Cleaning Division

- On-Demand Window Cleaning Services
- Skylights
- Interior Partition Glass

Landscaping Division

- Comprehensive Landscaping & Masonry Services"
- Tree Service
- Maintenance / Litter Patrol
- Parking Lot Sweeping Services
- Asphalt Paving / Crack Filling
- Parking Lot Striping

Office Wellness Programs

- Anti-Bacterial Dispensers
- Sanitization
- Education Materials

Security Division

- Uniformed Security Services
- Fire Guard / Fire Safety Directors
- Lobby Desk Concierge Services
- Video Surveillance Systems
- Access Control / Intercom Systems

Pest Control Division

- Integrated Pest Management
- On-Call Emergency Response

Fire/Flood/Mold Remediation Division

- 24/7/365 emergency response - cleaning and remediation

Snow & Ice Management Division

- Snow Removal
- Ice Management

Painting Division

- Drywall Repair
- Interior & Exterior Painting

Construction Division

- Carpet Installation
- General Construction Projects

Lighting & Energy Division

- Bulbs / Ballasts
- Fixtures
- Electrical Supplies
- Energy Efficiency Audits
- Energy Service Companies "ESCOs"

Office Services

- Document Destruction
- Corporate Essentials Program (Coffee/Water/Snacks)
- Breakroom Furniture
- Office Furniture Systems
- Furniture Assembly
- Custom Mats/Runners
- Copiers / Fax / Telephone Leasing

1354 Old Northern Blvd, Roslyn NY 11576
www.SummitFacilitySolutions.com

516.418.2130
Info@SummitFacilitySolutions.com



5.



- ☐ East Florida/Corporate 1180 Rockledge Blvd Ste. 105 Rockledge, FL 32955 (321) 631-0115 or (800) 929-2847
☐ Central Florida/Orlando 2825 Mercy Dr., Orlando, FL 32808 (407) 246-1721 or (877) 459-2847
☒ West Florida/Tampa 2812 S. 70th St. Tampa, FL 33619 (813) 626-7325 or (877) 459-2847
☒ North Florida/Jacksonville 4601 E Moody Blvd Ste F-2 Bunnell, FL 32110 (386) 206-9109 or (888) 408-2847
☐ South Florida/Miami-Dade & Broward Co. 3811 S.W. 47th Ave Ste. 635 Davie, FL 33314 (954) 533-6087 or (888) 220-1888
☐ South Florida/Palm Beach Co. 2365 Vista Pkwy #21 West Palm Beach, FL 33411 (561) 792-9400 or (888) 220-1888

INDUSTRIAL/COMMERCIAL/INSTITUTIONAL PEST CONTROL SERVICE AGREEMENT

Service Name	Billing Name
Service Address <u>3645 Royal Palm Dr</u>	Billing Address
City/State/Zip <u>Orange FL 32065</u>	City/State/Zip
Primary Phone <u>(904) 322-4835</u>	Primary Phone
Contact Name <u>T. Kany Csalovszki</u>	Email <u>tcshalovszki@evergreen-lm.com</u>
<input type="checkbox"/> Attachment included for multiple locations.	Salesperson <u>John Sanks</u> Acct#

SERVICE: APEX agrees to provide Pest Control Service* for control of the following pests:

☒ Roaches, Ants, Spiders and Silverfish

☐ Rats and Mice

☐ Other:

* Control means the periodic eradication of existing infestations within practical limits. Does not include Wood Destroying Organisms.

SERVICE SCHEDULE: APEX representatives will service the Customer's premises

☒ One (1) Time per month

☐ Two (2) Times per month

☐ Four (4) Times per month

☐ Other:

APEX Pest Control service representatives will provide additional service as it is deemed necessary by APEX and the Customer at no additional charge. Such service visits shall be made promptly when requested by the Customer.

Additional Instructions: (person to contact, etc.)

Equipment Clause does not apply to Standard Pest Service

PAYMENT: In consideration for the service to be provided by APEX, the Customer agrees to pay to APEX Pest Control, its successors or assigns, the sum of \$ 45 plus tax of \$ 0 for the initial month's service and \$ 45 plus tax of \$ 0 per month for the following twelve (12) months. Payment shall be due upon receipt of invoice.

OFFER EXPIRATION: This offer by APEX to perform these services in accordance with the terms, conditions and price stated in this agreement shall expire if not accepted within thirty days.

CUSTOMER COOPERATION: The Customer agrees to cooperate fully with APEX to insure effective results from the pest control service. The Customer agrees to maintain its premises as recommended by APEX in the report provided to Customer and as recommended by APEX in its Service Reports.

MATERIALS: The materials used to control pests in and around Customer's premises shall conform to Federal, State and local laws and regulations, and shall be used with all due precautions to avoid the possibility of accident to humans, domestic animals and pests. All Pest Control work shall be performed in a safe and proper manner and in accordance with the most modern, effective and scientific Pest Control procedures.

PEST DAMAGE: The Customer agrees that APEX is not responsible for insect or rodent damage or disruption to its operation, premises or its contents, and the Customer specifically releases APEX from liability for any such claims. In no case can liability be greater than our monthly service.

EQUIPMENT REPLACEMENT: ~~The Customer agrees to pay to APEX the repair or replacement cost of any and all APEX equipment damaged, lost or destroyed on the Customer's premises. Cost will be those in effect at the time of the repair or replacement.~~ TE

TERM OF CONTRACT: This Contract shall be effective for an original period of year(s). Thereafter, this Contract shall renew itself from month to month until terminated by either party upon 30 days written notice.

Amount Remitted: \$ ☐ Cash ☐ Check ☐ Credit Card: / /
Account Number Exp. Date

[Signature]
Apex Pest Control Representative Date 7/29/19
John Sanks / SANKS
Name/Title

Accepted by: ☐ Owner ☐ Agent ☐ Lessee Date

TWELFTH ORDER OF BUSINESS

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2019

	<u>Governmental Fund Types</u>			<u>Totals</u> <u>(Memorandum Only)</u> <u>2019</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<u>ASSETS:</u>				
Cash	\$25,970	---	\$963	\$26,933
Investments:				
<u>Series 2017A</u>				
Reserve	---	\$265,819	---	\$265,819
Cap Interest	---	\$0	---	\$0
Revenue	---	\$97,590	---	\$97,590
Acquisition/Construction	---	---	\$59,589	\$59,589
<u>Series 2017B</u>				
Reserve	---	\$50,663	---	\$50,663
Cap Interest	---	\$0	---	\$0
Revenue	---	\$4,160	---	\$4,160
Interest	---	\$0	---	\$0
Prepayment	---	\$161,892	---	\$161,892
Acquisition/Construction	---	---	\$172	\$172
Due from Developer/BOCC	\$31,588	---	\$272,488	\$304,075
TOTAL ASSETS	\$57,558	\$580,123	\$333,212	\$970,893
<u>LIABILITIES:</u>				
Accounts Payable	\$31,588	---	\$272,488	\$304,075
Prepaid CEC Fees	\$10,444	---	\$0	\$10,444
<u>FUND BALANCES:</u>				
Restricted for Debt Service	---	\$580,123	---	\$580,123
Restricted for Tynes Blvd	---	---	\$963	\$963
Restricted for Capital Projects	---	---	\$59,762	\$59,762
Unassigned	\$15,526	---	---	\$15,526
TOTAL LIABILITIES & FUND BALANCES	\$57,558	\$580,123	\$333,212	\$970,893

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended August 31, 2019

DESCRIPTION	AMENDED BUDGET	PRORATED THRU 08/31/19	ACTUAL THRU 08/31/19	VARIANCE
<u>REVENUES:</u>				
Developer Contributions	\$240,759	\$220,696	\$136,772	(\$83,924)
TOTAL REVENUES	\$240,759	\$220,696	\$136,772	(\$83,924)
<u>EXPENDITURES:</u>				
<u>Administrative</u>				
Supervisors Fees	\$6,000	\$5,500	\$8,800	(\$3,300)
FICA Expense	\$459	\$421	\$673	(\$252)
Engineering Fees	\$15,000	\$13,750	\$5,400	\$8,350
Arbitrage	\$600	\$0	\$0	\$0
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000
Dissemination Agent	\$3,500	\$3,208	\$3,208	(\$0)
Attorney Fees	\$20,000	\$18,333	\$30,982	(\$12,649)
Annual Audit	\$5,000	\$5,000	\$3,000	\$2,000
Trustee Fees	\$5,275	\$3,717	\$3,717	\$0
Management Fees	\$45,000	\$41,250	\$40,250	\$1,000
Computer Time	\$1,500	\$1,375	\$1,375	\$0
Telephone	\$250	\$229	\$281	(\$51)
Postage	\$100	\$92	\$359	(\$267)
Insurance	\$6,050	\$6,050	\$5,500	\$550
Printing & Binding	\$1,500	\$1,375	\$1,849	(\$474)
Legal Advertising	\$2,500	\$2,292	\$1,261	\$1,031
Other Current Charges	\$500	\$458	\$379	\$79
Website Admin	\$1,000	\$917	\$917	\$0
Website Compliance	\$0	\$0	\$2,250	(\$2,250)
Property Taxes	\$1,200	\$1,100	\$580	\$520
Office Supplies	\$150	\$138	\$113	\$24
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<u>Field</u>				
Management	\$10,000	\$9,167	\$0	\$9,167
Electric	\$30,000	\$27,500	\$315	\$27,185
Water	\$30,000	\$27,500	\$17,644	\$9,856
Landscape Maintenance	\$50,000	\$45,833	\$0	\$45,833
Lake Maintenance	\$0	\$0	\$2,340	(\$2,340)
Janitorial Supplies/Service	\$0	\$0	\$929	(\$929)
Fitness Equipment Lease	\$0	\$0	\$4,586	(\$4,586)
TOTAL EXPENDITURES	\$240,759	\$220,380	\$136,884	\$83,496
Excess (deficiency) of revenues over (under) expenditures	\$0	\$316	(\$112)	(\$428)
Net change in Fund Balance	\$0	\$316	(\$112)	(\$428)
Fund Balance - Beginning	\$0		\$15,638	
Fund Balance - Ending	\$0		\$15,526	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
SERIES 2017 A/B SPECIAL ASSESSMENT REVENUE BONDS
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended August 31, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/19	ACTUAL THRU 08/31/19	VARIANCE
<u>REVENUES:</u>				
Direct Assessments	\$414,675	\$414,675	\$2,048,981	\$1,634,306
Interest Income	\$0	\$0	\$2,985	\$2,985
TOTAL REVENUES	\$414,675	\$414,675	\$2,051,967	\$1,637,292
<u>EXPENDITURES:</u>				
<u>Series 2017A</u>				
Interest Expense - 11/1	\$98,975	\$98,975	\$98,975	\$0
Principal Expense - 5/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$98,975	\$98,975	\$98,975	\$0
<u>Series 2017B</u>				
Special Call - 11/1	\$0	\$0	\$365,000	(\$365,000)
Interest Expense - 11/1	\$75,863	\$75,863	\$75,863	\$0
Special Call - 2/1	\$0	\$0	\$185,000	(\$185,000)
Interest Expense - 2/1	\$0	\$0	\$2,428	(\$2,428)
Special Call - 5/1	\$0	\$0	\$1,375,000	(\$1,375,000)
Interest Expense - 5/1	\$75,863	\$75,863	\$61,425	\$14,438
Special Call - 8/1	\$0	\$0	\$180,000	(\$180,000)
Interest Expense - 8/1	\$0	\$0	\$2,363	(\$2,363)
TOTAL EXPENDITURES	\$349,676	\$349,676	\$2,445,028	(\$2,095,353)
Excess (deficiency) of revenues over (under) expenditures	\$65,000	\$65,000	(\$393,062)	(\$458,061)
<u>Other Financing Sources/(Uses):</u>				
Interfund Transfer In/(Out)	\$0	\$0	(\$961)	(\$961)
Total Other Financing Sources/(Uses)	\$0	\$0	(\$961)	(\$961)
Net change in Fund Balance	\$65,000	\$65,000	(\$394,023)	(\$459,022)
FUND BALANCE - Beginning	\$176,024		\$974,146	
FUND BALANCE - Ending	\$241,024		\$580,123	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS - TYNES BLVD PROJECT
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended August 31, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/19	ACTUAL THRU 08/31/19	VARIANCE
<u>REVENUES:</u>				
Developer Contributions	\$0	\$0	\$2,392,531	\$2,392,531
CCUA Contributions	\$0	\$0	\$273,000	\$273,000
Interest Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$2,665,531	\$2,665,531
<u>EXPENDITURES:</u>				
<i><u>Administrative</u></i>				
Engineering	\$0	\$0	\$194,369	(\$194,369)
Postage	\$0	\$0	\$55	(\$55)
Legal Advertising	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$73	(\$73)
<i><u>Capital Outlay</u></i>				
Improvements	\$0	\$0	\$3,083,708	(\$3,083,708)
TOTAL EXPENDITURES	\$0	\$0	\$3,278,205	(\$3,278,205)
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	(\$612,674)	(\$612,674)
Net change in Fund Balance	\$0	\$0	(\$612,674)	(\$612,674)
FUND BALANCE - Beginning	\$0		\$613,637	
FUND BALANCE - Ending	\$0		\$963	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS
SERIES 2017 A/B SPECIAL ASSESSMENT REVENUE BONDS
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended August 31, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/19	ACTUAL THRU 08/31/19	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$3,042	\$3,042
Developer Deficit Funding	\$0	\$0	\$2,599,017	\$2,599,017
Prepaid CEC Fees	\$0	\$0	\$81,232	\$81,232
TOTAL REVENUES	\$0	\$0	\$2,683,291	\$2,683,291
<u>EXPENDITURES:</u>				
Improvements - A	\$0	\$0	\$2,432,061	(\$2,432,061)
Improvements - B	\$0	\$0	\$179,291	(\$179,291)
TOTAL EXPENDITURES	\$0	\$0	\$2,611,352	(\$2,611,352)
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$71,939	\$71,939
<u>Other Financing Sources/(Uses):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$878	\$878
Total Other Financing Sources/(Uses)	\$0	\$0	\$878	\$878
Net change in Fund Balance	\$0	\$0	\$72,817	\$72,817
FUND BALANCE - Beginning	\$0		(\$13,056)	
FUND BALANCE - Ending	\$0		\$59,762	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

Long Term Debt

I. Bond Issue: **Series 2017A Special Assessment Bonds**
Original Issue Amount: \$4,035,000

Assessment Area 1-A		Maturity Date	Interest Rate
Term 1	\$355,000.00	11/1/23	3.625%
Term 2	\$430,000.00	11/1/28	4.500%
Term 3	\$665,000.00	11/1/34	5.000%
Term 4	<u>\$2,585,000.00</u>	11/1/48	5.125%
	<u>\$4,035,000.00</u>		

Bonds outstanding - 9/30/17	\$4,035,000
Less:	<u>\$0</u>
Current Bonds Outstanding:	<u><u>\$4,035,000</u></u>

Reserve Requirement:	\$265,819
Reserve Fund Balance:	\$265,819

II. Bond Issue: **Series 2017B Special Assessment Bonds**
Original Issue Amount: \$2,890,000

Assessment Area 1-B	\$2,890,000.00	11/1/29	5.250%
---------------------	----------------	---------	--------

Bonds outstanding - 9/30/17	\$2,890,000
Less:	11/1/18 (\$365,000)
	2/1/19 (\$185,000)
	5/1/19 (\$1,375,000)
	8/1/19 <u>(\$180,000)</u>
Current Bonds Outstanding:	<u><u>\$785,000</u></u>

Reserve Requirement:	\$122,850
Reserve Fund Balance:	\$50,663

Reserve Fund Requirement: Lesser of:
 (i) Max Annual Debt Service for Bonds Outstanding
 (ii) 125% of Average Debt Service for Bonds Outstanding
 (iii) 10% of Original proceeds

Armstrong
Community Development District
Series 2017A/B Special Assessment Revenue Bonds

1. Recap of Capital Project Fund Activity Through August 31, 2019

Opening Balance in Construction Account - Series 2017	\$6,111,819.56
Source of Funds:	
Interest Earned on Series 2017	\$9,378.01
Developer Contributions	\$2,599,016.82
Transfer from Debt Service	\$919.22
Prepaid CEC Fees	\$81,232.20
Use of Funds:	
Disbursements:	
Cost of Issuance	(\$409,225.50)
Roadway Improvements	(\$1,745,453.37)
Utilities	(\$2,181,215.35)
Stormwater Management System	(\$1,370,377.54)
Amenity Area & Neighborhood Parks	(\$2,409,020.65)
Contingency	(\$68,494.30)
Professional Fees	(\$558,817.54)
Adjusted Balance in Construction Account at August 31, 2019	<u><u>\$59,761.56</u></u>

2. Funds Available For Construction at August 31, 2019

Book Balance of Construction Fund at August 31, 2019	\$59,761.56
Contracts in place at August 31, 2019	

3. Investments - US Bank

August 31, 2019	Type	Yield	Due	Maturity	Principal
Construction Fund:	Overnight				\$59,761.56
			Due from Developer		\$0.00
			ADJ: Outstanding Requisitions		\$0.00
			Balance at 8/31/19		<u><u>\$59,761.56</u></u>

Armstrong Community Development District Series 2017

REQ. #	DATE	CONTRACTOR	AMOUNT OF REQUISITION	COI	Fixed Assets	Internal Roads	Water, Sewer and Reuse Facilities	Stormwater Management Facilities	Amenity Center & Neighborhood Parks	Contingency	Hadden Eng	Basham & Lucas	Jr Davis	Eiland & Assoc	Gemini Eng	Scheer Constr	Misc. Professional Fees
COI		US Bank	\$5,275.00	\$5,275.00													
COI		GMS	\$27,500.00	\$27,500.00													
COI		Holland & Knight	\$5,250.50	\$5,250.50													
COI		Feldman Mahoney	\$15,000.00	\$15,000.00													
COI		Alkerman LP	\$45,000.00	\$45,000.00													
COI		Gray Robinson	\$40,000.00	\$40,000.00													
COI		Hadden Eng	\$17,400.00	\$17,400.00													
COI		Hopper Green	\$35,000.00	\$35,000.00													
COI		Imagemaster	\$1,250.00	\$1,250.00													
		Underwriters Discount	\$138,500.00	\$138,500.00													
		Org Issues Discount	\$39,050.00	\$39,050.00													
1	1/8/18	JR Davis Construction	\$278,448.66		\$278,448.66	\$187,245.50	\$0.00	\$91,204.16	\$0.00	\$0.00							
2	1/8/18	Grayhawk Ventures	\$39,008.80		\$39,008.80												\$39,008.80
3	1/8/18	JR Davis Construction	\$97,731.74		\$97,731.74	\$55,186.22		\$42,545.52									
4	2/22/18	Hadden Eng	\$18,315.06		\$18,315.06						\$18,315.06						
5	3/13/18	JR Davis Construction	\$345,751.13		\$345,751.13	\$32,734.18	\$185,121.50	\$127,895.46									\$0.00
6	3/27/18	JR Davis Construction	\$695,421.48		\$695,421.48	\$15,184.94	\$396,471.37	\$299,108.78	\$1,876.67	\$10,779.72		\$48,900.00					
7	4/12/18	Basham & Lucas	\$48,900.00		\$48,900.00												
8	5/4/18	Hadden Eng	\$29,125.85		\$29,125.85						\$29,125.85						
9	5/4/18	JR Davis Construction	\$599,395.74		\$599,395.74	\$33,687.71	\$382,705.89	\$182,002.14									\$0.00
10	5/14/18	JR Davis Construction	\$107,585.42		\$107,585.42	\$51,383.46	\$353,489.30	\$264,743.41	\$5,630.00	\$32,339.25							\$0.00
11	5/14/18	Clay Electric	\$273,690.00		\$273,690.00												
12	6/12/18	JR Davis Construction	\$530,798.76		\$530,798.76	\$164,551.42	\$291,804.25	\$31,085.74									
13	5/25/18	Basham & Lucas	\$9,440.00		\$9,440.00							\$8,440.00					
14	6/13/18	Hadden Eng	\$600.00		\$600.00						\$600.00						
15	7/17/18	Basham & Lucas	\$3,630.00		\$3,630.00									\$3,630.00			
16	7/13/18	JR Davis Construction	\$354,228.41		\$354,228.41	\$147,735.14	\$192,396.38	\$13,061.88									
17	7/13/18	Hadden Eng	\$750.00		\$750.00						\$750.00						
18	7/13/18	Hadden Eng	\$5,763.81		\$5,763.81						\$5,763.81						
19	7/24/18	Basham & Lucas	\$106,556.74		\$106,556.74							\$106,556.74					
20	8/21/18	Vallencourt Construction	\$24,363.73		\$24,363.73				\$24,363.73								
21	8/21/18	Vallencourt Construction	\$45,853.39		\$45,853.39				\$45,853.39								
22	8/21/18	Hadden Eng	\$3,543.02		\$3,543.02						\$3,543.02						
23	8/21/18	JR Davis Construction	\$220,610.05		\$220,610.05	\$176,204.27	\$28,420.17	\$15,985.61									
24	8/21/18	Eiland & Assoc	\$2,240.00		\$2,240.00									\$2,240.00			
25	9/20/18	Gemini Engineering	\$3,000.00		\$3,000.00										\$3,000.00		
26	9/20/18	Eiland & Assoc	\$980.00		\$980.00									\$980.00			
27	9/20/18	Basham & Lucas	\$2,699.94		\$2,699.94							\$2,699.94					
28	9/20/18	JR Davis Construction	\$181,074.53		\$181,074.53	\$91,401.65	\$49,589.06	\$9,651.67	\$36,432.13								
29	9/20/18	Eiland & Assoc	\$280.00		\$280.00									\$280.00			
30	9/21/18	Hadden Eng	\$600.00		\$600.00						\$600.00						
31	9/26/18	Vallencourt Construction	\$8,107.68		\$8,107.68				\$8,107.68								
32	9/26/18	Hadden Eng	\$7,569.01		\$7,569.01						\$7,569.01						
33	10/29/18	Basham & Lucas	\$2,200.00		\$2,200.00							\$2,200.00					
34	11/20/18	JR Davis Construction	\$139,636.51		\$139,636.51	\$138,702.97			\$1,133.54								
35	11/20/18	Basham & Lucas	\$4,400.00		\$4,400.00							\$4,400.00					
36	12/31/18	Scheer Construction	\$45,234.00		\$45,234.00				\$16,200.00							\$29,034.00	
37	12/11/18	Gemini Engineering	\$9,000.00		\$9,000.00										\$9,000.00		
38	1/16/19	Eiland & Assoc	\$1,285.00		\$1,285.00									\$1,285.00			
39	1/16/19	Basham & Lucas	\$3,932.70		\$3,932.70							\$3,932.70					
40	1/16/19	JR Davis Construction	\$187,117.98		\$187,117.98	\$187,117.98											
41	1/16/19	JR Davis Construction	\$482,000.11		\$482,000.11	\$141,541.07	\$228,900.29	\$107,013.13	\$4,545.62								
42	1/16/19	JR Davis Construction	\$30,272.81		\$30,272.81	\$30,272.81											
43	1/16/19	Scheer Construction	\$102,156.56		\$102,156.56				\$102,156.56								
44	1/16/19	Hadden Engineering	\$8,289.00		\$8,289.00						\$8,289.00						
45	2/28/19	JR Davis Construction	\$18,254.18		\$18,254.18				\$18,254.18								
46	2/28/19	Scheer Construction	\$316,090.57		\$316,090.57				\$316,090.57								
47	2/28/19	Gemini Engineering	\$500.00		\$500.00										\$500.00		
48	2/28/19	Vallencourt Construction	\$5,843.00		\$5,843.00												
49	3/21/19	Basham & Lucas	\$4,788.10		\$4,788.10							\$4,788.10					
50	3/21/19	JR Davis Construction	\$95,446.36		\$95,446.36	\$3,727.56		\$84,201.81			\$1,450.00			\$7,020.00			
51	3/21/19	Hadden Engineering	\$1,450.00		\$1,450.00												
52	3/21/19	Scheer Construction	\$225,485.41		\$225,485.41				\$225,485.41								
53	3/21/19	Basham & Lucas	\$445.00		\$445.00												
54	3/21/19	Genselle James	\$1,011.75		\$1,011.75					\$1,011.75							\$445.00
55	3/21/19	Basham & Lucas	\$1,432.70		\$1,432.70							\$1,432.70					
56	4/23/19	Basham & Lucas	\$4,965.40		\$4,965.40							\$4,965.40					
57	4/23/19	JR Davis Construction	\$68,879.94		\$68,879.94			\$68,879.94									
58	4/23/19	Scheer Construction	\$318,389.47		\$318,389.47				\$318,389.47								
59	4/23/19	Hadden Engineering	\$900.00		\$900.00						\$900.00						
60	5/13/19	Microway Design	\$28,572.42		\$28,572.42				\$28,572.42								
61	5/13/19	Basham & Lucas	\$4,369.60		\$4,369.60							\$4,369.60					
62	5/13/19	Jr Davis	\$9,230.52		\$9,230.52	\$9,230.52											
63	5/13/19	Sofico	\$24,363.58		\$24,363.58					\$24,363.58							
64	5/13/19	Scheer Construction	\$534,873.84		\$534,873.84				\$491,724.78							\$43,149.06	
65	5/13/19	Eiland & Assoc	\$325.00		\$325.00									\$325.00			
66	6/20/19	Basham & Lucas	\$3,938.20		\$3,938.20							\$3,938.20					
67	6/20/19	JR Davis	\$62,276.73		\$62,276.73			\$62,276.73									
68	6/20/19	Scheer Construction	\$307,816.51		\$307,816.51				\$289,743.01							\$18,073.50	
69	8/21/19	Basham & Lucas	\$3,238.20		\$3,238.20							\$3,238.20					
70	7/24/19	Hadden Engineering	\$1,000.00		\$1,000.00						\$1,000.00						
71	7/24/19	Hadden Engineering	\$450.00		\$450.00						\$450.00						
72	7/24/19	Jr Davis	\$49,761.92		\$49,761.92				\$49,761.92								
73	7/24/19	Scheer Construction	\$307,079.18		\$307,079.18				\$307,079.18								
74	7/24/19	Jr Davis	\$5,297.72		\$5,297.72				\$5,297.72								
75	8/21/19	Hadden Engineering	\$825.00		\$825.00						\$825.00						
76	8/21/19	Basham & Lucas	\$1,604.40		\$1,604.40							\$1,604.40					
77	8/21/19	Scheer Construction	\$148,692.52		\$148,692.52				\$148,692.52								
Grand Total			\$8,742,604.24	\$408,225.59	\$8,333,378.71	\$1,745,453.37	\$2,181,215.35	\$1,370,377.54	\$2,409,020.85	\$68,494.30	\$78,190.75	\$202,477.88	\$49,838.35	\$5,119.00	\$12,500.00	\$110,255.76	\$99,453.90

Armstrong Community Development District
Series 2017

SUMMARY:		
BOND PROCEEDS	\$6,111,819.56	
DEVELOPER CONTRIBUTIONS	\$2,586,916.82	
INT RECD TO DATE	\$0,378.00	
TRANS FROM DEBT SERVICE	\$919.22	
PREPAID CEC FEES	\$81,232.20	
LESS: REQ. PAID	(\$8,742,634.24)	
BALANCE	\$58,761.56	

RECONCILIATION		
TRUST STATEMENT	\$58,761.56	
O/S REQ.	\$0.00	
ADJ BALANCE	\$58,761.56	
DEVELOPER CONTRIBUTIONS REC'D	\$0.00	
VARIANCE	(\$0.00)	

Developer Contributions:			
2/28/19	\$186,863.26	\$73,848.09	
3/20/19	\$268,789.58	\$135,875.16	
4/23/19	\$224,376.94	\$188,737.87	
5/13/19	\$337,241.90	\$244,206.64	
6/19/19	\$216,938.82	\$157,093.62	
7/24/19	\$386,918.02		
8/15/19	\$210,143.92		
	\$2,586,916.82	\$1,821,252.44	\$777,764.38

INT RECD	A	B	COI	
Oct-17	\$54.58	\$39.18	\$2.28	
Nov-17	\$563.76	\$404.90	\$9.57	
Dec-17	\$545.58	\$391.64	\$0.01	
Jan-18	\$563.94	\$405.03	\$0.01	
Feb-18	\$528.11	\$379.09	\$0.01	
Mar-18	\$486.85	\$335.05	\$0.01	
Apr-18	\$488.11	\$335.63	\$0.01	
May-18	\$492.70	\$352.76	\$0.00	
Jun-18	\$370.12	\$263.83		
Jul-18	\$260.98	\$164.94		
Aug-18	\$256.51	\$180.61		
Sep-18	\$209.82	\$148.91		
	\$4,780.84	\$3,419.77	\$11.90	Transfer In
Oct-18	\$175.10	\$121.93		
Nov-18	\$153.12	\$105.65		
Dec-18	\$138.72	\$95.58		\$106.38
Jan-19	\$123.60	\$84.47		\$100.00
Feb-19	\$60.39	\$50.15		\$109.93
Mar-19	\$2.38	\$15.36		\$99.29
Apr-19	\$6.39	\$0.01		\$109.93
May-19	\$14.20	\$0.32		\$106.38
Jun-19	\$14.41	\$0.02		\$89.03
Jul-19	\$1.87	\$1.32		\$65.83
Aug-19	\$0.27	\$0.03		\$82.52
Sep-19				
	\$690.45	\$475.04	\$0.00	\$919.22

Prepaid CEC Fees:
\$16,826.67
\$23,789.43
\$40,616.10
\$81,232.20

THIRTEENTH ORDER OF BUSINESS

Armstrong

Community Development District

Funding Request #38

September 26, 2019

PAYEE	East/West Partners	Greenpointe	TOTAL
1 Clay County Utility Authority			
Acct 00568411 - 3682 Royal Pines Drive Irrigation	\$ -	\$ 393.44	\$ 393.44
Acct 00567729 - 3518 Royal Pines Drive Reclaimed	\$ -	\$ 605.88	\$ 605.88
Acct 00574046 - 3645 Royal Pines Drive Pool	\$ -	\$ 1,045.01	\$ 1,045.01
Acct 00574047 - 3645 Royal Pines Drive Clubhouse	\$ -	\$ 1,958.36	\$ 1,958.36
Acct 00574048 - 3645 Royal Pines Drive Irrigation	\$ -	\$ 1,882.45	\$ 1,882.45
2 Clay Electric			
Account 9054872 - 3599 Royal Pines Dr - Irrigation	\$ -	\$ 42.00	\$ 42.00
Account 9060070 - 3599 Royal Pines Dr - Amenity (Deposit)	\$ -	\$ 1,800.00	\$ 1,800.00
Account 9060070 - 3599 Royal Pines Dr - Amenity (Scherer)	\$ -	\$ 1,163.00	\$ 1,163.00
3 Clay Today			
Ad# 302001 - Notice of Rule Development	\$ -	\$ 56.70	\$ 56.70
Ad# 246435 - Notice of Rulemaking	\$ -	\$ 364.50	\$ 364.50
4 Egis Insurance & Risk Advisors			
Inv# 9564 - Insurance FY2020	\$ -	\$ 26,640.00	\$ 26,640.00
5 Evergreen Lifestyles Management LLC			
Inv# ARMCD0819N	\$ -	\$ 828.84	\$ 828.84
6 GMS, LLC			
Inv# 44 - Management Fees & Expenses (Sep 19)	\$ 2,354.83	\$ 2,354.83	\$ 4,709.65
Inv# 45 - FY2020 Assessment Roll Certification		\$ 5,000.00	\$ 5,000.00
7 Hopping Green & Sams			
Inv# 109624 - General Counsel (Jul 19)	\$ 1,395.00	\$ 1,395.00	\$ 2,790.00
Inv# 109625 - Project Construction (Jul 19)	\$ -	\$ 882.78	\$ 882.78
8 SitexAquatics			
Inv# 3151A - Lake Maintenance (Sep 19)	\$ -	\$ 780.00	\$ 780.00
9 Tree Amigos			
Inv# 11471 - Landscape Maintenance (Apr 19)	\$ -	\$ 3,782.84	\$ 3,782.84
Inv# 11654 - Landscape Maintenance (May 19)	\$ -	\$ 3,782.84	\$ 3,782.84
Inv# 11691 - Irrigation Repairs	\$ -	\$ 492.00	\$ 492.00
Inv# 11771 - Landscape Maintenance (June 19)	\$ -	\$ 3,782.84	\$ 3,782.84
Inv# 11893 - Landscape Maintenance (Jul 19)	\$ -	\$ 3,782.84	\$ 3,782.84
Inv# 1201A - Landscape Maintenance (Aug 19)	\$ -	\$ 3,782.84	\$ 3,782.84
Inv# 12056 - Landscape Maintenance (Sep 19)	\$ -	\$ 3,782.84	\$ 3,782.84
10 Board Payroll			
Meeting Date: 8/28/19	\$ 430.60	\$ 430.60	\$ 861.20
TOTAL	\$ 4,180.43	\$ 70,812.43	\$ 74,992.85

Please make check payable to:

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

Funding Allocation:

East/West	\$ 4,180.43
Greenpointe	\$ 70,812.43
	\$ 74,992.85



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ARMSTRONG CDD

Bill Date: 09/05/2019

Customer #: 00568411

Service Address: 3682 Royal Pines Drive Irrigation

Route #: MC05530006

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				09/05/19 to 10/04/19		\$0.00
Consumption Charges				Tier 1 0.0 x	0.00	\$0.00
Proration Factor: 0.0000				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00
				Tier 4 0.0 x	0.00	\$0.00

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges				0.0 x	0.00	\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
83601396	1	09/01/19	27	1575	1758	183
Base Charges (Prepaid)						\$38.70
Consumption Charges				Tier 1 39.3 x	0.76	\$25.31
Proration Factor: 0.9000				Tier 2 11.7 x	1.50	\$17.55
				Tier 3 138.0 x	2.26	\$311.88

Other Charges

Administrative Fees (Prepaid)						\$0.00
Capacity Fees (Prepaid)						\$0.00
Deposit Interest Refund						\$0.00
Current Charges						\$393.44
Previous Balance						\$0.00
Late Charge (If Applicable)						\$0.00
TOTAL AMOUNT DUE						\$393.44

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$393.44 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$642.68 was posted to your account on 08/20/2019.

RECEIVED
SEP 09 2019
BY: _____

Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

ARMSTRONG CDD

Customer #:00568411

3682 Royal Pines Drive Irrigation

Route #:MC05530006

Route Group:26

ADDRESSEE:

6265 1 MB 0.425 21-18



ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



Bill Summary

Bill Date	09/05/19
Current Charges	\$393.44
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$393.44

MAIL PAYMENT TO:



CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

CCUA-1170-4

1170-9/3/2019006265

00568411 7 MC05530006 0000039344 0000000 09262019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ARMSTRONG CDD

Bill Date: 09/05/2019

Customer #: 00567729

Service Address: 3518 Royal Pines Drive Reclaimed

Route #: MC05533398

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	x	0.00	\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
82100744	1	09/01/19	27	2963	3240	277
Base Charges (Prepaid)						\$38.70
Consumption Charges	Tier 1	33.3	x	0.76	\$25.31	
Proration Factor: 0.9000	Tier 2	11.7	x	1.50	\$17.55	
	Tier 3	232.0	x	2.26	\$524.32	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$605.88
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$605.88

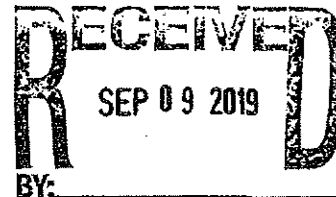
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Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$605.88 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$1033.66 was posted to your account on 08/20/2019.



Please return this portion with payment

Bill Summary



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

Bill Date	09/05/19
Current Charges	\$605.88
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$605.88

ARMSTRONG CDD

Customer #:00567729

3518 Royal Pines Drive Reclaimed

Route #:MC05533398

Route Group:27

ADDRESSEE:

MAIL PAYMENT TO:

6263 1 MB 0.425 21-18



ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

CCUA-1170-4

1170-9/3/2018000263

00567729 & MC05533398 0000060588 00000000 09262019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT Bill Date: 09/05/2019

Customer #: 00574046
Route #: MC05560400

Service Address: 3645 Royal Pines Drive Pool

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
86819700	1	09/01/19	62	0	460	460

Base Charges (Prepaid)	09/05/19 to 10/04/19	\$25.65
Consumption Charges	Tier 1 460.0 x 1.89	\$869.40
Proration Factor: 2.0667	Tier 2 0.0 x 0.00	\$0.00
	Tier 3 0.0 x 0.00	\$0.00
	Tier 4 0.0 x 0.00	\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 x 4.22 \$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1 0.0 x 0.00					\$0.00
Proration Factor: 0.0000	Tier 2 0.0 x 0.00					\$0.00
	Tier 3 0.0 x 0.00					\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$896.08
Previous Balance DUE IMMEDIATELY	\$148.93
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$1,045.01

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Your account is past due. Call us immediately at 904-272-5999 to make payment to avoid service disruption and additional fees. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Consumer Confidence and UCMR4 Reports are available at our office and online at:
www.clayutility.org/ccr/OPG.pdf

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SEP 09 2019
BY: _____

Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
3645 Royal Pines Drive Pool

Customer #: 00574046
Route #: MC05560400
Route Group: 26

Bill Summary

Bill Date	09/05/19
Current Charges	\$896.08
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance DUE IMMEDIATELY	\$148.93
Total Amount Due	\$1,045.01

ADDRESSEE:

6266 1 MB 0.425 21-18

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO:

CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT Bill Date: 09/05/2019

Customer #: 00574047
Route #: MC05560402

Service Address: 3645 Royal Pines Drive Clubhouse

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
86276213	2	09/01/19	62	0	77	77

Base Charges (Prepaid)	09/05/19 to 10/04/19	\$82.02
Consumption Charges	Tier 1 77.0 x 1.89	\$145.53
Proration Factor: 2.0667	Tier 2 0.0 x 0.00	\$0.00
	Tier 3 0.0 x 0.00	\$0.00
	Tier 4 0.0 x 0.00	\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)		\$185.75
Consumption Charges	77.0 x 4.22	\$324.94

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1 0.0 x 0.00					\$0.00
Proration Factor: 0.0000	Tier 2 0.0 x 0.00					\$0.00
	Tier 3 0.0 x 0.00					\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$739.27
Previous Balance DUE IMMEDIATELY	\$1,219.09
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$1,958.36

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Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
3645 Royal Pines Drive Clubhouse

Customer #:00574047
Route #:MC05560402
Route Group:26

Bill Summary

Bill Date	09/05/19
Current Charges	\$739.27
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance DUE IMMEDIATELY	\$1,219.09
Total Amount Due	\$1,958.36

ADDRESSEE:

6267 1 MB 0.425 21-18

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO:

CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT Bill Date: 09/05/2019

Customer #: 00574048
Route #: MC05560404

Service Address: 3645 Royal Pines Drive Irrigation

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	x	0.00	\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)				\$77.42	
Consumption Charges	Tier 1	155.0	x	0.76	\$117.80
Proration Factor: 2.0667	Tier 2	51.7	x	1.50	\$77.55
	Tier 3	568.3	x	2.26	\$1,294.36

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00

Current Charges	\$1,557.13
Previous Balance DUE IMMEDIATELY	\$325.32
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$1,882.45

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RECEIVED
SEP 09 2019
BY: _____

Please return this portion with payment

Bill Summary



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

Bill Date	09/05/19
Current Charges	\$1,557.13
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance DUE IMMEDIATELY	\$325.32
Total Amount Due	\$1,882.45

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

Customer #:00574048

3645 Royal Pines Drive Irrigation

Route #:MC05560404

Route Group:26

ADDRESSEE:

6268 1 MB 0.425 21-18

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO:

CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 09/11/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address				Meter No	Multiplier	
*9054872	ARMSTRONG CDD	3599 ROYAL PINES DR IRRIGATION				154530783	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	08/12/2019	09/08/2019	10/08/19	62	156	94	27	3

Previous Statement Balance

70.00

09/11/2019 Payment Received - Thank You

70.00CR

Previous Balance

\$ 0.00

Current Charges Billed 09/11/2019

09/06/2019 Late Fee

5.00

Energy

7.64

Access Charge

23.00

Power Cost Adjustment .01740 X 94

1.64

FLA Gross Receipts Tax

0.83

Florida State Sales Tax

2.30

Clay Co Public Ser Utility Tax

1.18

Clay County Sales Tax

0.33

Operation Round Up

0.08

Current Charges Due on 09/25/2019

\$ 42.00

Total Amount Due

\$ 42.00

Non-Taxable Fuel Amount @ .02908/KWH -\$2.73

Government Taxes/Fees are not imposed by Clay Electric

\$ 4.64

September is one of our most active hurricane months. Will you be prepared if one threatens our area? Visit our Storm Center online for preparation and safety tips and other information.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying In Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

Keystone Heights, Florida 32656-0308

145

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*9054872	
Phone Number	
(904) 940-5850	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



77521-11B*1*145*****AUTO**MIXED AADC 350
 ARMSTRONG CDD
 5385 N NOB HILL RD
 SUNRISE FL 33351-4761

Current Charges \$ 42.00

Due Date 09/25/2019

Total Amount Due \$ 42.00

09054872 0000042002

00000463



Basic Banking

Account Details - ARMSTRONG-Operating [REDACTED]

Welcome **PATTI L. POWERS**
Group **All Accounts**
Date Printed **18-Sep-2019, 11:34 AM PT**

Balances

Opening Day Balance 16,290.83 USD As of 09/18/2019
Available Balance 16,290.83 USD
Interest Earned This Period 0.00 USD
Interest Paid Year to Date 0.00 USD

Account Activity - All Transactions; Current/Previous Day

Date	Description	Amount USD
09/17/2019	CLAY ELEC ACT RE ELECTRIC YYMMDD UM [REDACTED] SCHERER CONSTRUCTION O 3590196695 UM9060070 OR00000091003832082273	(1,163.00)
09/17/2019	CLAY ELEC ACT RE ELECTRIC YYMMDD UM [REDACTED] ARMSTRONG CDD 3590196695 UM9082120 OR00000091003832082272	(1,800.00)

[Privacy, Security & Legal](#)

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148573
adreceipt

**CLAY
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200

Recorder
Not your average newspaper. It's your community's voice.

1102 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 32092

Cust#: 989731
Ad#: 302001
Phone#: 904-940-5850
Date: 07/25/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 4.20

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	08/01/2019	08/01/2019	1	56.70	56.70

Payment Information:

Date:	Order#	Type
07/25/2019	302001	BILLED ACCOUNT

Total Amount: 56.70

Tax: 0.00

Amount Due: 56.70

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

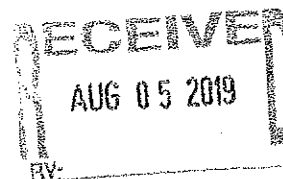
Ad Copy

NOTICE OF RULE DEVELOPMENT BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 190 and 120, Florida Statutes, the Armstrong Community Development District ("District") hereby gives notice of its intent to adopt its Amenity Facilities Policies, Amenity Rates and Disciplinary and Enforcement Rule (together, "Amenity Rules"), all of which govern the operation of the District's amenity facilities and other properties. The purpose and effect of the Amenity Rules is to provide for efficient and effective District operations of the District's amenity facilities and other properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.60 and 120.81, Florida Statutes (2018).

A public hearing will be conducted by the District on Thursday, September 12, 2019 at 3:30 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 580-5850.

Jim Perry
District Manager
Legal 44573 published Aug 1, 2019 in



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 RULE DEVELOPMENT

in the matter of

AMENITY RULES

LEGAL: 44573 ORDER: 302001

was published in said newspaper in the issues:

08/01/2019

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.

**NOTICE OF RULE
 DEVELOPMENT BY
 THE ARMSTRONG COMMUNITY
 DEVELOPMENT DISTRICT**

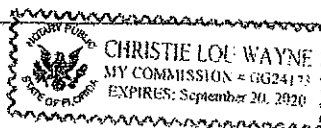
In accord with Chapters 190 and 120, Florida Statutes, the Armstrong Community Development District ("District") hereby gives notice of its intent to adopt its Amenity Facilities Policies, Amenity Rates and Disciplinary and Enforcement Rule (together, "Amenity Rules"), all of which govern the operation of the District's amenity facilities and other properties. The purpose and effect of the Amenity Rules is to provide for efficient and effective District operations of the District's amenity facilities and other properties by setting policies; regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2018).

A public hearing will be conducted by the District on Thursday, September 12, 2019 at 3:30 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 580-5850.

Jim Perry
 District Manager
 Legal 44573 published Aug 1, 2019 in
 Clay County's Clay Today newspaper

Sworn to me and subscribed before me **08/01/2019**.

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

CLAY TODAY NEWSPAPER

OPC NEWS, LLC
3513 US HWY 17
FLEMING ISLAND FL 32003
904-264-3200

DATE 8/8/19

ARMSTRONG CDD

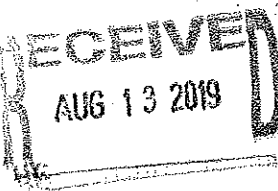
C/O GMS, LLC

475 WEST TOWN PLACE, SUITE 114

ST AUGUSTINE FLORIDA 32092

ACCOUNT #:

989731

Date	Order #	Purchase Order Number / Description	Times Run	Amount
8/8/2019	246435	NOTICE OF RULEMAKING LEGAL DISPLAY - 3 X 9 LEGAL 44572 FED ID# 20-2112861 	1	\$364.50

TOTAL DUE ON ACCOUNT

\$

\$364.50

Please Remit To:

CLAY TODAY NEWSPAPER
3513 US HWY 17
FLEMING ISLAND FL 32003

Account Name: ARMSTRONG CDD
Account #: 989731
Order #: 246435
Amount Due: \$ 364.50

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

LEGAL NOTICE

in the matter of

NOTICE OF RULEMAKING

Legal 44572

Order 246435

was published in said newspaper in the issues

AUGUST 8, 2019

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.



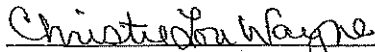
Sworn to me and subscribed

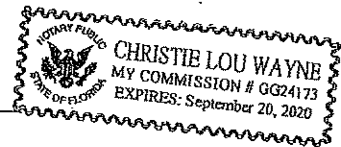
before me this

8TH

day of

August, 2019


NOTARY PUBLIC, STATE OF FLORIDA



3513 US HWY 17 Suite A Fleming Island FL 32003
Telephone (904) 264-3200 - FAX (904) 264-3285
E-Mail: Christie@opcfla.com

NOTICE OF RULEMAKING BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Armstrong Community Development District ("District") on Thursday, September 12, 2019 at 3:30 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

In accord with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt its Amenity Facilities Policies, Amenity Rates and Disciplinary and Enforcement Rule (together, "Amenity Rules"), all of which govern the operation of the District's amenity facilities and other properties.

The purpose and effect of the Amenity Rules is to provide for efficient and effective District operations of the District's amenities facilities and properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Prior Notice of Rule Development was published in Clay Today on August 1, 2019.

The Amenity Rules will address certain rules and policies governing the operation of the District's amenity facilities and other properties. Proposed rates include:

Non-Resident Annual User Fee	\$3,000.00
Pavilion Rental Fee	\$250.00 for 4 hours \$75.00 each additional hour \$500 Deposit
Identification Card Replacement Fee	\$25.00
Mailbox Key Replacement Fee	\$30.00
Mailbox Kiosk Lock Replacement Fee	\$90.00

Specific legal authority for the rule includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2018).

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

A HEARING WILL BE HELD AT THE TIME, DATE, AND PLACE SHOWN BELOW:

TIME AND DATE: Thursday, September 12, 2019 at 3:30 p.m.

PLACE: Plantation Oaks Amenity Center
845 Oakleaf Plantation Parkway
Orange Park, Florida 32065

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing held in response to a request for such a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

One or more Supervisors may participate in the public hearing by telephone. At the above location, if a public hearing is requested, there will be present a speaker telephone so that any interested party can attend the public hearing at the above location and be fully informed of the discussions taking place either in person or by speaker telephone device.

A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 580-5850.

Jim Perry
District Manager

Legal 44572 published Aug 8, 2019 in Clay County's Clay Today newspaper.



Armstrong Community Development District
c/o Government Management Services, LLC
5385 N Nob Hill Road
Sunrise, FL 33351

INVOICE

Customer	Armstrong Community Development District
Acct #	688
Date	09/12/2019
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	\$ 26,640.00
Payment Amount	
Payment for	Invoice#9564
100119292	

Thank You

Please detach and return with payment



Customer: Armstrong Community Development District

Invoice	Effective	Transaction	Description	Amount
9564	10/01/2019	Renew policy	Policy #100119292 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/12/2019	26,640.00
				Total
				\$ 26,640.00
				Thank You
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453				

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021	sclimer@egisadvisors.com	09/12/2019
Chicago, IL 60689-4002		

Evergreen Lifestyles Management, LLC

10401 Deerwood Park Blvd Suite 2130
Jacksonville, FL 32556
321-558-6500

INVOICE

DATE: 8/31/2019
INVOICE # ARMCD0819N

BILL TO

1179 - Armstrong CDD
GMS-SF, LLC
Attn: Patti Powers
5385 N Nob Hill Road
Sunrise, FL 33351

VENDOR	DESCRIPTION	AMOUNT
ELM GF58: Cleaning Supplies needed	Janitorial Supplies	183.30
ELM GF69 8/8. wo15490 Cleaned clubhouse, bathrooms and Gym, replaced trashcan liners, cleaned pool deck, removed spiderwebs, arranged pool furniture and blew off pool deck	Maintenance	240.00
ELM GF53 see below	Maintenance	405.54
7/22 mon 7hr (no charge for labor.) Wo15075		
1. Installed key box front of clubhouse		
2. Locked out gym thermostat		
3. Install combination padlocks at dog park. Swimming pool pump area and fountain control box. I have purchased an additional combination padlock for the gate that is going to be installed and gave the Combination lock to Tiffany.		
4. Removed all keys. Tagged. Labeled the keys and gave them to Tiffany.		
5. Removed handles from the water Spicket's on the pool deck. I gave the handles to Tiffany		
6. I removed the extra concrete blocks that were on the pool deck and move them to the utility closet		
7. Put trash bags in all outdoor trash cans. put trash bags in the cans located in the bathroom. I filled the soap dispensers in the bathrooms and thoroughly cleaned bathrooms and outdoor area		
8. Went around exterior removing cobwebs		
9. Filled all bathroom toilet paper and paper towel dispensers		
10. Moved miscellaneous parts in the gym and put them in the utility closet.		
11. Removed trash and debris's from the parking lot		
Subtotal		\$ 828.84

401
463
463

OTHER COMMENTS

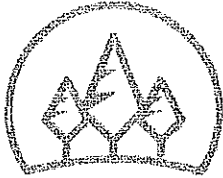
Please include the invoice number on your check

TOTAL Due \$ 828.84

Make all checks payable to
Evergreen Lifestyles Management,

If you have any questions about this invoice, please contact Stacey Durkes
sdurkes@evergreen-lm.com

330.461



EVERGREEN
LIFESTYLES MANAGEMENT

Evergreen Lifestyles Maintenance

Invoice No: GF58
Date: 07/30/2019
Bill To: Armstrong CDD (Greyhawk)
rjohnson@evergreen-lm.com

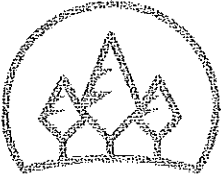
Invoice

GL-Code	Description	Quantity	Rate	Amount
	Cleaning supplies needed	1	\$183.30	\$183.30*
			Parts Subtotal	\$183.30

*Indicates non-taxable item

Subtotal	\$183.30
Total	\$183.30
Paid	\$0.00

Balance Due \$183.30



EVERGREEN
LIFESTYLES MANAGEMENT

Evergreen Lifestyles Maintenance

Invoice No: GF69
Date: 08/19/2019
Bill To: Armstrong CDD- Greyhawk
rjohnson@evergreen-lm.com

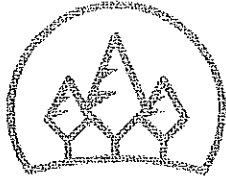
Invoice

GL-Code	Description	Quantity	Rate	Amount
	8/8. wo15490	1	\$240.00	\$240.00*
	Cleaned clubhouse, bathrooms and Gym			
	Replaced trashcan liners, cleaned pool deck area, removed spiderwebs, arranged pool furniture and blew off pool deck			
			Labor Subtotal	\$240.00

*Indicates non-taxable item

Subtotal	\$240.00
Total	\$240.00
Paid	\$0.00

Balance Due \$240.00



EVERGREEN
LIFESTYLES MANAGEMENT

Evergreen Lifestyles Maintenance

Invoice No: GF53
Date: 07/23/2019
Bill To: Armstrong CDD
rjohnson@evergreen-lm.com

Invoice

GL-Code	Description	Quantity	Rate	Amount
1999	Materials needed	1	\$405.54	\$405.54*
			Parts Subtotal	\$405.54

GL- Code	Description	Quantity	Rate	Amount
1999	7/22 mon 7hr(no charge for labor) Wo15075	1	\$0.00	\$0.00*
	1. Installed key box front of clubhouse			
	2. Locked out gym thermostat			
	3. Install combination padlocks at dog park. Swimming pool pump area and fountain control box. I have purchased an additional combination padlock for the gate that is going to be installed and gave the Combination lock to Tiffany.			
	4. Removed all keys. tagged,Labeled the keys and gave them to Tiffany.			
	5. Removed handles from the water Spicket's on the pool deck. I gave the handles to Tiffany			
	6. I removed the extra concrete blocks that were On the pool deck and move them to the utility closet			
	7. Put trash bags in all outdoor trash cans. put trash bags in the cans located in the bathroom.I filled the soap dispensers in the bathrooms and thoroughly cleaned bathrooms and outdoor area.			
	8. Went around exterior removing cobwebs			
	9. Filled all bathroom toilet paper and paper towel dispensers			
	10. Moved miscellaneous parts in the gym and put them in the utility closet.			
	11. Removed trash and debris's from the parking lot			
			Labor Subtotal	\$0.00

*Indicates non-taxable item

Subtotal	\$405.54
Total	\$405.54
Paid	\$0.00

Balance Due \$405.54

Governmental Management Services, LLC
1001 Bradford Way
Kingston TN 37763

Invoice

Invoice #: 44
Invoice Date: 9/1/19
Due Date: 9/1/19
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - September 2019		3,750.00	3,750.00
Website Administration - September 2019		83.33	83.33
Information Technology - September 2019		125.00	125.00
Dissemination Agent Services - September 2019		291.67	291.67
Office Supplies		26.28	26.28
Postage		41.82	41.82
Copies		376.50	376.50
Telephone		15.05	15.05
Total			\$4,709.65
Payments/Credits			\$0.00
Balance Due			\$4,709.65

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

Invoice

Invoice #: 45
Invoice Date: 9/15/19
Due Date: 9/15/19
Case:
P.O. Number:

Bill To:
Armstrong CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2020		5,000.00	5,000.00
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

August 30, 2019

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

Bill Number 109624
Billed through 07/31/2019

General Counsel
ARMCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/02/19	KSB	Confer with O'Reilly; review outstanding items.	0.80 hrs
07/03/19	KSB	Confer with Kern regarding open items; update agenda; prepare construction funding agreement; prepare rate adoption resolution; prepare construction easement.	2.60 hrs
07/08/19	KSB	Prepare landscape maintenance agreement, pond maintenance agreement, and pool maintenance agreement.	1.80 hrs
07/10/19	KSB	Review amenity center policies and confer with Kern regarding same.	0.70 hrs
07/10/19	KEM	Prepare notice of rulemaking, notice of rule development and resolution adopting amenity rates.	0.30 hrs
07/11/19	KSB	Prepare for and attend board meeting.	0.80 hrs
07/11/19	KEM	Prepare landscape maintenance agreement; review publication schedule for assessment notice.	0.40 hrs
07/12/19	KSB	Prepare budget notices.	0.50 hrs
07/12/19	KEM	Prepare mailed and published assessment notices.	0.50 hrs
07/15/19	KEM	Continue to prepare construction funding agreement and temporary easement agreement; confer with newspaper regarding assessment notice.	0.70 hrs
07/16/19	KEM	Prepare notices of rulemaking and rule development.	0.20 hrs
07/25/19	KSB	Prepare notice of rulemaking and rule development.	0.30 hrs
07/25/19	KEM	Prepare appropriation resolution and assessment resolution.	0.20 hrs
07/29/19	KSB	Follow up on finalization of amenity policies.	0.40 hrs
07/30/19	KSB	Prepare for and attend agenda call; review maintenance agreements; prepare deficit funding agreement.	1.20 hrs

Total fees for this matter

\$2,790.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	2.30 hrs	125 /hr	\$287.50
Buchanan, Katie S.	9.10 hrs	275 /hr	\$2,502.50
TOTAL FEES			\$2,790.00
TOTAL CHARGES FOR THIS MATTER			\$2,790.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	2.30 hrs	125 /hr	\$287.50
Buchanan, Katie S.	9.10 hrs	275 /hr	\$2,502.50
TOTAL FEES			\$2,790.00
TOTAL CHARGES FOR THIS BILL			\$2,790.00

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 30, 2019

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

Bill Number 109625
Billed through 07/31/2019

Project Construction

ARMCDD 00103 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/01/19	KSB	Confer with district engineer.	0.30 hrs
07/08/19	KSB	Prepare EJCDC agreement for Phase 2 site work.	0.70 hrs
07/09/19	KSB	Confer with district engineer.	0.30 hrs
07/17/19	KEM	Confer with Kern regarding execution of construction contract.	0.20 hrs
07/22/19	KSB	Review form of EJCDC agreement.	1.40 hrs
07/29/19	KSB	Review ETM work authorization.	0.20 hrs

Total fees for this matter \$843.50

DISBURSEMENTS

United Parcel Service 39.28

Total disbursements for this matter \$39.28

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.90 hrs	282 /hr	\$818.50

TOTAL FEES \$843.50

TOTAL DISBURSEMENTS \$39.28

TOTAL CHARGES FOR THIS MATTER \$882.78

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	2.90 hrs	282 /hr	\$818.50

TOTAL FEES \$843.50

=====

TOTAL DISBURSEMENTS

\$39.28

TOTAL CHARGES FOR THIS BILL

\$882.78

Please include the bill number on your check.



Tree Amigos

Outdoor Services

Invoice

Invoice#: 11471

Date: 05/01/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		April Landscaping Maintena	1.0000	3,872.840000	3,872.84	N



Tree Amigos

Outdoor Services

Invoice

Invoice#: 11654

Date: 06/03/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		May Landscaping Maintena	1.0000	3,872.840000	3,872.84	N



Invoice

Invoice#: 11691

Date: 06/17/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk O/S
5556+8V OakLeaf Plantation
Jacksonville FL 32056

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		Repairs made during initial				
		(7) 6" pop ups @\$20 each	1.0000	140.000000	140.00	N
		(74) nozzles @ \$3 each	1.0000	222.000000	222.00	
		(2) hours labor trouble sho	1.0000	130.000000	130.00	



Invoice

Invoice#: 11771

Date: 06/30/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		Monthly Landscaping Maint	1.0000	3,872.840000	3,872.84	N



Invoice

Invoice#: 11893

Date: 07/31/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Description	Quantity	Price	Ext Price
July Monthly Landscaping Maintenance Services	1.00	6,916.33	6,916.33

Notes:

Invoice Total: \$6,916.33



Invoice

Invoice#: 12010a

Date: 08/30/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Description	Quantity	Price	Ext Price
Aug Monthly Landscaping Maintenance Services	1.00	6,916.33	6,916.33

Notes:

Invoice Total: \$6,916.33



Tree Amigos

Outdoor Services

Invoice

Invoice#: 12056

Date: 09/30/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Grey Hawk Maintenance
475 West Town Place Suite 114
St. Augustine FL 32092

Description	Quantity	Price	Ext Price
Sep Monthly Landscaping Maintenance Services	1.00	6,916.33	6,916.33

Notes:

Invoice Total: \$6,916.33

Armstrong

Community Development District

Funding Request #39

October 10, 2019

PAYEE	East/West Partners	Greenpointe	TOTAL
1 Clay Today			
Ad# 302982 - Notice of Meeting	\$ 33.08	\$ 33.08	\$ 66.15
Ad# 302737 - Notice of Meeting Dates	\$ 43.88	\$ 43.88	\$ 87.75
2 Hadden Engineering, Inc.			
Inv# 5891 - Greyhawk Phase one	\$ -	\$ 115.41	\$ 115.41
3 Grau and Associates			
Inv# 18391 - Audit FYE 9/30/18	\$ 550.00	\$ 550.00	\$ 1,100.00
4 Hopping Green & Sams			
Inv# 110219 - General Counsel (Aug 19)	\$ 1,040.37	\$ 1,040.37	\$ 2,080.74
Inv# 110220 - Project Construction (Aug 19)	\$ -	\$ 490.00	\$ 490.00
TOTAL	\$ 1,667.32	\$ 2,272.73	\$ 3,940.05

Please make check payable to:

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

Funding Allocation:

East/West	\$ 1,667.32
Greenpointe	\$ 2,272.73
	<u>\$ 3,940.05</u>

**CLAY
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200

Recorder

1102 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 32092

Cust#:989731
Ad#:302982
Phone#:904-940-5850
Date:08/21/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 4.90

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	08/29/2019	08/29/2019	1	66.15	66.15

Payment Information:

Date:	Order#	Type
08/21/2019	302982	BILLED ACCOUNT

Total Amount: 66.15

Tax: 0.00

Amount Due: 66.15

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

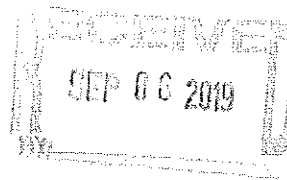
Ad Copy

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 Thursday, September 12, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation 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 ensure that a verbatim record of the



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

SEPTEMBER MEETING

LEGAL: 44734 ORDER: 302982

was published in said newspaper in the issues:

08/29/2019

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 08/29/2019.

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**

The regular meeting of the Board of Supervisors of the Armstrong Community Development District will be held on Thursday, September 12, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation 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 32082 (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 ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager
Legal 44734 published Aug 29, 2019
in Clay County's Clay Today
newspaper

**CLAY
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200

Recorder
No more money on paper, just your money on video.

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 265-8831

Advertising Invoice

ARMSTRONG CDD C/O GMS, LLC
475 W TOWN PL # 114
ATTN: SARAH SWEETING
ST AUGUSTINE, FL 32092

Cust#:989731
Ad#:302737
Phone#:904-940-5850
Date:08/14/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 6.50

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	08/29/2019	08/29/2019	1	87.75	87.75

Payment Information:

Date: 08/14/2019 Order#: 302737 Type: BILLED ACCOUNT

Total Amount: 87.75

Tax: 0.00

Amount Due: 87.75

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

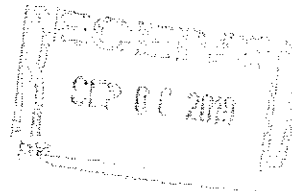
Ad Copy

NOTICE OF MEETINGS ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Armstrong Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065 on the second Thursday of each month as follows or otherwise noted:

October 10, 2019
November 14, 2019
December 12, 2019
January 8, 2020
February 13, 2020
March 12, 2020
April 9, 2020
May 14, 2020
June 11, 2020
July 8, 2020
August 13, 2020
September 10, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for each meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-6850). The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when one or more Supervisors will participate by telephone.



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 MEETINGS

in the matter of

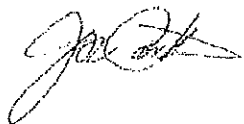
MEETINGS 2019 FISCAL YR

LEGAL: 44697 ORDER: 302737

was published in said newspaper in the issues:

08/29/2019

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 08/29/2019
NOTARY PUBLIC, STATE OF FLORIDA

CHRISTIE LOU WAYNE
MY COMMISSION # G024173
EXPIRES September 20, 2020

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 MEETINGS
ARMSTRONG
COMMUNITY DEVELOPMENT
DISTRICT**

The Board of Supervisors of the Armstrong Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at 4:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065 on the second Thursday of each month as follows or otherwise noted:

October 10, 2019
November 14, 2019
December 12, 2019
January 9, 2020
February 12, 2020
March 12, 2020
April 9, 2020
May 14, 2020
June 11, 2020
July 9, 2020
August 13, 2020
September 10, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for each meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32082 (and phone (904) 940-5850). The meetings may be continued to a date, time, and place to be specified on the record of the meetings. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meetings. 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 the meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
Manager

Legal 44697 published August 29, 2019 in Clay County's Clay Today newspaper

HADDEN ENGINEERING, INC.

POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006
(904) 269-9999

Sent 9/28/19

Invoice

Date	Invoice #
9/18/2019	5891

Bill To
ARMSTRONG CDD c/o Jim Perry <i>Sean O'Reilly</i> GreenPointe Communities, LLC 7807 Baymeadows Rd E, Ste 205 Jacksonville, FL 32205

P.O. No.	Terms
HEI-16017	Upon Receipt

Description	Qty	Rate	Amount
GREYHAWK - PHASE ONE			
Reimbursable expenses: CCBCC for FFE revisions and Advanced Blueprint Services Inv. 24618		100.00 15.41	100.00 15.41
		Total	\$115.41
		Payments/Credits	\$0.00
		Balance Due	\$115.41

[Signature]

HADDEN ENGINEERING INC

P O Box 9509
Fleming Island, FL 32006

2660

63-466/631

DATE June 27 2019 ☒ CHECK ☐ ARMED

PAY
TO THE
ORDER OF

Clay Co. Board of County Commissioners

\$ 100.00

One Hundred and 00/100

DOLLARS



Photo
ID
Required
On All Checks



REGIONS

FOR

Grayhawk Pkwy One - PLE's Regions

[Signature]

⑈00002660⑈



1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
6/14/2019	24618

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
16017	Net 30

Quantity	Description	Rate	Amount
12	Bond Copies 24 x 36	1.20	14.40T
	Greyhawk Phase 1- Grading Plan		
	Sales Tax	7.00%	1.01

Thank you for your business.

Total	\$15.41
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Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Armstrong Community Development District
475 West Town Place, Suite 114
St Augustine, FL 32092*

Invoice No. 18391
Date 06/28/2019

SERVICE	AMOUNT
Audit FYE 09/30/2018	\$ 1,100.00
Current Amount Due	\$ 1,100.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
3,600.00	500.00	0.00	0.00	0.00	4,100.00

Payment due upon receipt.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

September 30, 2019

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

Bill Number 110220
Billed through 08/31/2019

Project Construction

ARMCDD 00103 KSB

FOR PROFESSIONAL SERVICES RENDERED

08/07/19	KSB	Review revisions to construction contract.	1.00 hrs
08/13/19	KSB	Confer with Brecht.	0.30 hrs
08/27/19	KEM	Research status of executed construction contract.	0.10 hrs
08/30/19	KSB	Finalize contract records.	0.30 hrs
08/30/19	KEM	Review executed construction contract.	0.10 hrs
Total fees for this matter			\$490.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	130 /hr	\$26.00
Buchanan, Katie S.	1.60 hrs	290 /hr	\$464.00

TOTAL FEES \$490.00

TOTAL CHARGES FOR THIS MATTER \$490.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	130 /hr	\$26.00
Buchanan, Katie S.	1.60 hrs	290 /hr	\$464.00

TOTAL FEES \$490.00

TOTAL CHARGES FOR THIS BILL \$490.00

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

September 30, 2019

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

Bill Number 110219
Billed through 08/31/2019

General Counsel

ARMCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/03/19	LMG	Research and revise rules of procedure; prepare memorandum to district regarding same.	0.30 hrs
08/01/19	KSB	Review appropriation resolution, assessment resolution, and deficit funding agreement.	0.80 hrs
08/01/19	KEM	Prepare deficit funding agreement.	0.30 hrs
08/07/19	SSW	Review termination of construction easement; confer with Greenstein and O'Reilly regarding same.	0.60 hrs
08/08/19	KSB	Prepare for and attend board meeting.	1.60 hrs
08/13/19	KEM	Prepare amended amenity policies.	0.10 hrs
08/22/19	KSB	Confer with district manager regarding agenda documents.	0.30 hrs
08/23/19	KEM	Prepare meeting agenda; confer with district manager.	0.60 hrs
08/26/19	KEM	Prepare cost share agreement regarding landscape and irrigation maintenance.	0.30 hrs
08/27/19	KSB	Prepare for, travel to and from, and attend board meeting; confer with district manager regarding meeting cancellation.	2.70 hrs
08/30/19	KSB	Confirm receipt of funds for lift station cost share.	0.20 hrs
Total fees for this matter			\$2,022.50

DISBURSEMENTS

Travel	57.01
Travel - Meals	1.23
Total disbursements for this matter	\$58.24

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	1.30 hrs	130 /hr	\$169.00
Buchanan, Katie S.	5.60 hrs	290 /hr	\$1,624.00
Gentry, Lauren M.	0.30 hrs	235 /hr	\$70.50
Warren, Sarah S.	0.60 hrs	265 /hr	\$159.00

TOTAL FEES	\$2,022.50
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TOTAL DISBURSEMENTS	\$58.24
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TOTAL CHARGES FOR THIS MATTER	\$2,080.74
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BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	1.30 hrs	130 /hr	\$169.00
Buchanan, Katie S.	5.60 hrs	290 /hr	\$1,624.00
Gentry, Lauren M.	0.30 hrs	235 /hr	\$70.50
Warren, Sarah S.	0.60 hrs	265 /hr	\$159.00

TOTAL FEES	\$2,022.50
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TOTAL DISBURSEMENTS	\$58.24
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TOTAL CHARGES FOR THIS BILL	\$2,080.74
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Please include the bill number on your check.