



Lake Ashton II
Community Development District

<http://lakeashton2cdd.com>

Doug Robertson, Chairman

James Meccsics, Vice Chairman

Stan Williams, Assistant Secretary

Carla Wright, Assistant Secretary

Bob Zelazny, Assistant Secretary

April 24, 2020

Lake Ashton II

Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351

Phone: 954-721-8681 - Fax: 954-721-9202

April 17, 2020

**Board of Supervisors
Lake Ashton II
Community Development District**

Dear Board Members:

A **communications media technology meeting** of the Board of Supervisors of the **Lake Ashton II Community Development District** will be held on **April 24, 2020 at 10:00 a.m.** In accordance with Office of the Governor, Executive Order 20-69 (Emergency Management - COVID-19 - Local Government Public Meetings), authorizing the use of communications media technology, such as telephonic conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information: from your computer, tablet or smartphone go to <https://zoom.us/j/93643872766> or by dialing **1-301-715-8592 or 1-253-215-8782** and **Meeting I.D. Number 936 4387 2766** and are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com or by telephone by calling (407) 841-5524. Following is the advance agenda for the meeting:

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda *(the District Manager will read any questions or comments received from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address. All comments, including those read by the District, will be limited to 3 minutes)*
4. Approval of the Minutes of the March 13, 2020 Meeting
5. Unfinished Business
 - A. Transition Update from Billy Casper Golf
 - B. Consideration of Golf Course and Food & Beverage Management Agreement with Billy Casper Golf, LLC
 - C. Consideration of Memorandum of Lease Agreement
 - D. Consideration of Reciprocal Easement Agreement
 - E. Discussion regarding Options for holding FY 2020-2021 Budget Workshop and Board discussion
6. New Business / Supervisors Requests
 - A. Discussion of Resolution 2020-06 Announcement of Board Seats Up for November General Election
 - B. Discussion and Consideration of Staffing Amenity Facility during Closure
 - C. Consideration of Cargo Lift for Maintenance Area *(requested by Supervisor Robertson)*
7. Staff and Board Reports
 - A. Attorney
 - B. Engineer
 - C. CDD Manager
 - D. Lake Ashton II Community Director
8. Financial Reports
 - A. Approval of Check Run Summary
 - B. Combined Balance Sheet
 - C. Comments on March Financials *(documents provided by Supervisor Zelazny)*
9. Public Comments
10. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://lakeashton2cdd.com>

**MINUTES OF MEETING
LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on March 13, 2020 at 9:00 a.m. at Lake Ashton II Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Present and constituting a quorum were:

Doug Robertson	Chairman
James Meccsics	Vice Chairman
Bob Zelazny	Assistant Secretary
Stanley Williams	Assistant Secretary
Carla Wright	Assistant Secretary

Also present were:

Jill Burns	District Manager
Sarah Sandy	District Counsel
Alan Rayl	District Engineer
Mary Bosman	Community Director
Michael Cooper	Billy Casper Golf
Mike Stevens	Billy Casper Golf
Brian Rhodes	Billy Casper Golf
John Brown	Cypress Golf Management, LLC
Jim Knierim	Hampton Golf
Greg Plotner	IGM (International Golf Management)
Steve Gano	IGM (International Golf Management)
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the roll and the pledge of allegiance was recited.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Robertson asked if there were any additions to the agenda.

Mr. Meccsics asked to include a discussion on the coronavirus and a discussion on the amenities policies regarding the golf fees approved at the last meeting.

On MOTION by Ms. Wright seconded by Mr. Williams with all in favor the meeting agenda was approved as-amended.
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THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda *(speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting. Individuals providing speaker cards will also have an opportunity to speak prior to Board action)*

Mr. Robertson indicated there were a couple public comments.

A resident asked the Board to reconsider a waiver on the deposit for the clubs that met regularly and did not cause issues.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the February 7, 2020 Meeting

Mr. Robertson presented the minutes from the meeting held on February 7, 2020.

There not being any comments,

On MOTION by Mr. Meccics seconded by Mr. Williams with all in favor the Minutes of the February 7, 2020 Meeting were approved as-presented.

FIFTH ORDER OF BUSINESS

Review of Proposals for Golf Course Management *(10 minute presentation from each group, followed by 5 minutes of questions from the Board)*

Ms. Burns indicated there were five proposal respondents to the golf course management RFP from Billy Casper Golf, Cypress Golf Management, LLC, Hampton, IGM, and Laman Field Maintenance, LLC. Each would give a short presentation and then the Board would be able to ask questions.

A. Billy Casper Golf

Mr. Michael Cooper introduced himself and Mr. Mike Stevens and Brian Rhodes, gave a brief background on Billy Casper Golf, and explained since a lengthy proposal had already been provided for the Board to review, they preferred to have conversation and answer questions then rush through a PowerPoint presentation.

Several Board members asked about procedures and hiring processes.

There was further discussion on requirements and needs of community and a desire to retain current employees, and it was indicated that Billy Casper Golf was willing to work with the Board on meeting such needs.

B. Cypress Golf Management, LLC

Mr. John Brown introduced himself and gave a brief PowerPoint presentation on Cypress Golf Management, LLC's background and experience and plans for the future such as a website to book tee time reservations online, as well as marketing for the restaurant as well as the golf course.

Mr. Zelazny asked for general figures for operating the golf course.

Mr. Brown briefly discussed the operating budget that was provided.

Mr. Zelazny asked if Cypress Golf Management, LLC was willing to retain the current golf course employees.

Mr. Brown responded that was the preference of Cypress Golf Management, LLC.

Mr. Williams asked Mr. Brown to address how they would retain all of the current employees if Cypress Golf Management, LLC felt payroll was 18-20% too high.

Mr. Brown responded that after looking at the payroll and structures, it was probably a scheduling issue that could be adjusted.

C. Hampton

Mr. Jim Knierim introduced himself and gave a brief PowerPoint presentation on Hampton Golf's background, experience, and staff.

D. IGM (International Golf Maintenance)

Mr. Plotner introduced himself and Mr. Steve Gano and gave a brief PowerPoint presentation on IGM's background and history with the Lake Ashton community.

Mr. Zelazny asked about the proposed financial projections and voiced concerns about the losses increasing rather than decreasing.

Mr. Plotner responded that they would work on adjusting those numbers.

E. Laman Field Maintenance, LLC

Ms. Sandy indicated there was one more proposal received from Laman Field Maintenance, LLC; however no representative was in attendance to provide a presentation or available to answer questions and that the proposal was for just the golf course management and not the restaurant management. Ms. Sandy also noted material items requested in the RFP were not included in Laman Field Maintenance's proposal, including detailed financials required per RFP Section V.A.x. and resumes of key management staff members required per RFP Section V.A.vii. Based on the failure to

include such material items, staff recommended the Board reject Leman's proposal as non-responsive.

The Board rejected this proposal due to non-compliance and non-responsiveness.

On MOTION by Mr. Robertson seconded by Mr. Williams with all in favor the Laman Field Management, LLC proposal was deemed non-responsive due to the failure to include material items requested in the RFP, including specifically financials (required per Section V.A.x.) and resumes of key management of staff (required per Sections V.A.vii.) and was rejected due to such non-compliance and non-responsiveness.

Ms. Sandy briefly went over the process for ranking and evaluating the criteria included and asked the Board to discuss and rank them either individually or collectively as a group.

After a brief discussion each Board member individually filled in their own ranking sheet and provided them to District Management and District Counsel to tabulate. After tabulation of the ranking sheets, Ms. Sandy read the rankings into the record as follows: 1) Billy Casper Golf with a total of 482 points; 2) Cypress Golf Management, LLC with a total of 433 points; 3) IGM with a total of 374 points; and 4) Hampton Golf with a total of 325 points.

On MOTION by Mr. Mecsecs seconded by Mr. Williams with all in favor the proposals were ranked as follows: 1) Billy Casper Golf with a total of 482 points; 2) Cypress Golf Management, LLC with a total of 433 points; 3) IGM with a total of 374 points; and 4) Hampton Golf with a total of 325 points; and staff was authorized to enter into negotiations with the #1 ranked firm and send notice to the proposers of the same.

Ms. Sandy asked if the Board wanted to designate a Board member representative to participate in the negotiations.

Mr. Robertson recommended Mr. Mecsecs.

Mr. Williams recommended Mr. Zelazny, since he had more experience with the golf course operations.

On MOTION by Mr. Williams seconded by Mr. Mecsecs with all in favor Mr. Zelazny was designated as the Board member representative to participate in the negotiations.

Ms. Sandy explained staff would send out a notice of award to those who submitted proposals so everyone was aware a decision had been made.

There was a brief discussion regarding the coronavirus and suspending all CDD activities until April 30th or otherwise notified and the Chair was designated to work with staff outside of a meeting to determine if additional actions needed to be taken.

On MOTION by Mr. Mecsecs seconded by Mr. Zelazny with all in favor the Board agreed to suspend all CDD activities until April 30th or otherwise notified due to the coronavirus; and the Chair was designated to work with staff outside of a meeting to determine if additional actions needed to be taken in response to the coronavirus.

SIXTH ORDER OF BUSINESS

Unfinished Business

A. Consideration of Draft Policy and Agreement for the Memorial Golf Course Hole

1) Consideration of Quotes for Memorial Plaque

Ms. Sandy discussed the policy and agreement that staff had prepared for the memorial golf course hole.

Mr. Williams indicated concerns that only 36 people could have a memorial plaque dedicated to them.

Mr. Zelazny suggested expanding to memorial trees, as well. Discussion ensued.

On MOTION by Mr. Robertson seconded by Mr. Mecsecs with all in favor the draft policy and form of agreement for the memorial golf course hole was approved.

Ms. Burns presented quotes and options for the memorial plaques and asked the Board to recess the meeting to reconvene at noon after the joint meeting concluded.

On MOTION by Mr. Mecsecs seconded by Ms. Wright with all in favor the meeting was continued to after the joint meeting concluded on March 13, 2020, at 12:00 p.m. at the Lake Ashton II Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

The record will reflect that the meeting was continued until noon after the joint meeting concluded at this time.

The record will reflect the meeting was reconvened at 12:00 p.m.

SEVENTH ORDER OF BUSINESS

New Business/ Supervisors Requests

A. Consideration of Resolution #2020-05 Adopting an Internal Controls Policy

Ms. Sandy presented Resolution #2020-05 Adopting an Internal Controls Policy, explained its purpose and asked for a motion to approve it.

On MOTION by Mr. Robertson seconded by Mr. Williams with all in favor Resolution #2020-05 Adopting an Internal Controls Policy was approved.

B. Consideration of Quotes for HFC Pool Resurfacing (*requested by Supervisor Robertson*)

Mr. Robertson explained the HFC pool needed resurfacing, presented several quotes, and asked the Board to approve the quote from Pool and Patio Center without the option to convert to a salt water pool.

On MOTION by Mr. Zelazny seconded by Mr. Mecsics with all in favor the quote from Pool and Patio Center was approved; not-to-exceed the amount of \$38,500 and without the option to convert to a salt water pool.

C. Consideration of Quote to Replace Gang Unit on Ball Picker for Driving Range

Mr. Robertson presented a quote to replace the gang unit on the ball picker for the driving range from Easy Picker Golf Products, Inc.

Mr. Zelazny requested finding out what the cost of a new unit would be and asked to continue the meeting to discuss more current financials and to reconsider the Board's meeting schedule to get more up-to-date financials closer to the meeting.

Ms. Burns reminded the Board that if the meeting was held prior to the 15th of the month, the financials would be from two months as opposed to one month prior.

Ms. Sandy asked what actions would need to be taken between now and the April meeting that was scheduled that would require continuing this meeting.

Ms. Wright suggested moving the April meeting down a week to ensure they would have more up-to-date financials.

After further discussion, the Board concurred to have both a budget workshop and special meeting on April 24, 2020 at 10:00 a.m. and re-scheduled the May meeting to May 27, 2020, at 9:00 a.m. and also approved the quote to replace the gang unit on the ball picker for the driving range from Easy Picker Golf Products, Inc.

On MOTION by Mr. Zelazny seconded by Mr. Mecsecs with all in favor the quote to replace the gang unit on the ball picker for the driving range from Easy Picker Golf Products, Inc. was approved.

D. Discussion Regarding Driving Range Fees (*requested by Supervisor Robertson*)

After a brief discussion regarding the driving range fees, the Board determined the driving range fees would remain the same as previously approved.

E. Discussion on Amenity Policy (*requested by Supervisor Zelazny*)

There was a brief discussion on the amenity policies related to pets on the paths, golf cart safety recommendations, rules about the ponds regarding fishing and remote-controlled boats, and golf cart registration.

On MOTION by Mr. Mecsecs seconded by Mr. Zelazny with all in favor the amenity policy was approved as-amended in the meeting.

F. Report on Golf Course Finances (*requested by Supervisor Zelazny*)

There was a brief discussion on how the golf course operations would continue during the transition as the CDD moved forward with negotiations for golf course management and the Board authorized staff to send a termination letter to IGM.

On MOTION by Mr. Mecsecs seconded by Mr. Zelazny with all in favor the Board authorized staff to send a termination letter to IGM based on the negotiated transition plan agreed to with Billy Casper.

G. Report on General Fund Finances (*requested by Supervisor Zelazny*)

This item was tabled until a future meeting.

H. Discussion on Town Hall (*requested by Supervisor Zelazny*)

Mr. Zelazny suggested having a town hall or workshop to discuss all of the developments with the transition of the golf course operations and the amenities policies, in addition to the budget workshop that was scheduled to be held in April.

After further discussion, the Board concurred.

EIGHTH ORDER OF BUSINESS

Staff and Board Reports

A. Attorney

There not being any report, the next item followed.

B. Engineer

Mr. Rayl indicated staff was working on getting all of the permits for the golf course transferred over to the CDD and there were several inlet and road repairs in-progress.

C. CDD Manager – Consideration of Underwriter Agreement with MBS

Ms. Burns explained there was a possible opportunity to refinance the Series 2005A Bonds and presented the underwriter agreement with MBS so they could look into it.

On MOTION by Mr. Mecsecs seconded by Mr. Williams with all in favor the underwriter agreement with MBS was approved.

D. Lake Ashton II Community Director

1) Consideration of Surplus of Monster Power Controller & Laptop

Ms. Bosman briefly discussed the Community Director report and asked to surplus a monster power controller and laptop.

On MOTION by Mr. Mecsecs seconded by Ms. Wright with all in favor the surplus of a monster power controller and laptop were approved.

Ms. Bosman requested to purchase two more microphones to hear everyone better.

The Board concurred.

Ms. Sandy distributed a golf cart registration form, and a brief discussion took place.

Mr. Zelazny gave a brief update on a few landscaping issues related to the ponds clearing up, grass cutting commencing, and the palms along the boulevard starting to look healthier, and requested approval for sod to be put in the bare spots in the Winged Foot pet park, which the pet club volunteered to put it in.

NINTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary

B. Combined Balance Sheet

Ms. Burns presented the check run summary.

On MOTION by Mr. Mecsecs seconded by Mr. Zelazny with all in favor the Check Run Summary was approved.

TENTH ORDER OF BUSINESS

Public Comments

A resident asked for more information about the golf course volunteers being paid.

Mr. Zelazny responded they would no longer be on salary and would have to pay to play.

A resident asked for more information on the golf cart registration form.

Mr. Robertson explained the process.

ELEVENTH ORDER OF BUSINESS Adjournment

There not being any further business to discuss,

On MOTION by Ms. Wright seconded by Mr. Zelazny with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

Lake Ashton Transition Update

Completed Items:

- Lake Ashton Golf Management Entity is registered with FEIN received from IRS
- Bank account setup in process with Wells Fargo
 - o Transition bank accounts available if Wells Fargo is not ready by May 1
 - o Credit Card processing directed to new accounts
- URL www.lakeashtongc.com purchased
 - o Website build in process
- Management agreement finalized and ready for CDD vote/approval

Upcoming:

- Interviews with department heads (Director of Golf, Superintendent, F&B Manager)
 - o Scheduling for week of (4/20) – waiting for response from IGM
 - o Brian Rhodes and Mike Stevens will be onsite for meetings
 - Available to meet with CDD staff and supervisors as desired
- Welcome letter to all employees delivered next week (4/20)
 - o Employees will complete all onboarding paperwork virtually
 - o Sign-up sheet will be posted for those needing assistance with virtual onboarding
 - BCG regional staff will be available to assist in person, and HR personnel will be available over the phone
 - o Jill has provided names, positions, and pay rates for Golf and F&B staff
 - Need same info from IGM for maintenance staff
- Communication/Update to members and residents distributed May 1
 - o Town Hall Welcome Meeting will be delayed due to social distancing requirements
 - o Introductory letter from BCG and Regional Staff will be posted and distributed via email
- Inventory Transfer
 - o Brian Rhodes will be onsite May 1 to count inventories and ensure accurate beginning inventories for the new entity
- Accounting
 - o BCG Director of Accounting (Shawn Harrison) and CDD accountant are connecting to ensure proper interface and financial reporting

Outstanding Items:

- Need to understand accrued vacation balances and CDD's desire for transfer or payout

GOLF COURSE AND FOOD & BEVERAGE MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the “**Agreement**”) is made and entered into the *24th* day of *April, 2020* (the “**Effective Date**”) by and between *Lake Ashton II Community Development District*, a local unit of special-purpose government organized pursuant to Chapter 190, *Florida Statutes* (the “**Owner**”) and *BILLY CASPER GOLF, LLC*, a Virginia limited liability company, authorized to do business in Florida (the “**Manager**”).

BACKGROUND

1. Owner has a 36-hole golf course, including ancillary improvements and facilities such as a clubhouse/pro shop, leased cart storage building, and practice area and putting greens, known as the “Lake Ashton Golf Club,” located in Polk County, Florida (collectively, the “**Golf Facilities**”).

2. Owner has certain food and beverage facilities commonly known as the Eagle’s Nest and its related kitchen and dining areas as well as certain related catering services (collectively, the “**F&B Facilities**,” and together with the “Golf Facilities,” the “**Facilities**”).

3. Manager is engaged in the business of developing, marketing, maintaining and managing high-end golf clubs and food and beverage facilities.

4. Owner desires to hire Manager under the terms and conditions set forth herein to manage and conduct the day-to-day business and services of the Facilities.

5. Manager agrees to be guided by the goals, purposes and policies of Owner in its management of the Facilities.

6. Owner acknowledges that Manager intends to form a wholly owned subsidiary solely dedicated to performing some or all of the services contemplated in this Agreement.

DEFINITIONS

1. “**Annual Plan**” shall mean the management goals and intended actions for a given Fiscal Year with the information enumerated in Section 4.3(a) herein.
2. “**Billy Casper Marks**” shall mean “Billy Casper Golf,” together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Manager or created by Manager during the Term used in the management and operation of golf facilities of Manager.
3. “**Board**” shall mean the Board of Supervisors of the Lake Ashton II Community Development District.
4. “**Budget**” shall mean the estimated operating and capital budget for a given Fiscal Year with the information enumerated in Section 4.3(a) herein.
5. “**Commencement Date**” shall mean May 1, 2020.
6. “**CPA**” shall mean a Certified Public Accountant.
7. “**Facilities**” shall mean the Golf Facilities and the F&B Facilities.
8. “**Effective Date**” shall mean April 24, 2020.

9. **"Event of Default"** shall mean those occurrences which shall constitute a breach of this Agreement as enumerated in Section 13 herein.
10. **"F&B Facilities"** shall mean the Eagle's Nest and its related kitchen and dining areas.
11. **"Fiscal Year"** shall mean the time period of October 1st through September 30th of the next succeeding year.
12. **"Golf Facilities"** shall mean the "Lake Ashton Golf Club" located in Polk County, Florida which consists of a 36-hole golf course, including ancillary and facilities such as a clubhouse/pro shop, leased cart storage building, and practice area and putting greens.
13. **"Facilities Tradename"** shall mean the tradename by which the Golf Facilities and the F&B Facilities shall be known.
14. **"GAAP"** shall mean Generally Accepted Accounting Principles.
15. **"Gross Revenue"** shall mean all revenues and income of any nature derived directly or indirectly from the Facilities or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Facilities, monthly dues from annual pass holders of the Facilities, rental fees for golf carts, golf clubs and other rental items, net lesson fees, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Such term shall not include any credits or refunds made to customers, guests or patrons; any sums and credits received by Owner for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Facilities, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Facilities; amounts contributed by Owner pursuant to the terms of this Agreement and income or interest derived from the Operating Accounts. Gross Revenue shall be determined on an accrual basis and in accordance with GAAP.
16. **"Hazardous Materials"** shall mean any hazardous materials or wastes, toxic substances or wastes, petroleum or petroleum-based products, asbestos or asbestos-bearing materials and the like.
17. **"Incentive Fee"** shall mean an incentive-based amount to be paid to Manager, in addition to the Management Fee, relative to Manager's operation of the Lake Ashton Golf Club and that is calculated in accordance with Section 6.2 herein.
18. **"Initial Term"** shall mean May 1, 2020 through April 30, 2025.
19. **"IT"** shall mean information technology.
20. **"Losses"** shall mean any and all claims, liabilities, suits, causes of action, losses, damages, fines, penalties, liens, costs and expenses, including, without limitation, claims for personal injury, death, or property damage of any kind, and the reasonable fees and disbursements of counsel, consultants and other advisors incurred by any Owner Indemnitee.
21. **"Management Fee"** shall mean an amount equal to Eight Thousand Dollars (\$8,000) per month.
22. **"Manager"** shall mean Billy Casper Golf, LLC and any wholly-owned subsidiary solely dedicated to performing the services contemplated in this Agreement.
23. **"Manager Indemnitees"** shall mean Manager and its members, managers, directors, officers, and employees, and their respective successors and assigns.

24. **"Material Agreements"** shall mean those agreements: i) involving payments that exceed the budgeted amount reflected in the Budget by more than ten percent (10%), or ii) which are not terminable within ninety (90) days.
25. **"Minimum Funds Balance"** shall mean the greater of (i) the dollar amount of the annual Budget for the month following the current month or (ii) Fifty Thousand Dollars (\$50,000).
26. **"Operating Accounts"** shall mean the bank or other deposit accounts established by Manager on Owner's behalf for the operation of the Facilities.
27. **"Operating Expenses"** shall mean all of the costs attributable to the operation of the Facilities, including but not limited to, the Management Fee and the Incentive Fee, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair costs, capital repair or replacement costs, service agreements, taxes collected by Manager pursuant to Section 4.8(e) herein, and property taxes levied on the Facilities.
28. **"Owner"** shall mean the Lake Ashton II Community Development District.
29. **"Owner Indemnitees"** shall mean Owner and its supervisors, officers, employees, and staff, and their respective successors and assigns.
30. **"Owner Marks"** shall mean the Facilities Tradename, together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Owner or created by Owner during the Term used in the ownership of the Facilities.
31. **"Owner's Representative"** shall mean the representatives appointed by Owner that has the authority to consult and make certain operational decisions on behalf of Owner.
32. **"PCI DSS"** shall mean Payment Card Industry Data Security Standards.
33. **"Public Records Custodian"** shall mean Jillian Burns of Governmental Management Services- Central Florida, LLC.
34. **"Renewal Term"** shall mean the automatic renewal of this Agreement for one successive five (5) year term upon the conclusion of the Initial Term.
35. **"Term"** shall mean the Initial Term, together with any Renewal Term.
36. **"Work Product"** shall mean those documents and other materials prepared by Manager on behalf of Owner in its management and operation of the Facilities as enumerated in Section 4.16(b) herein.

AGREEMENT

For and in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. **APPOINTMENT OF MANAGER.** Owner hereby appoints, and Manager hereby accepts, the appointment as general manager of the Facilities, subject to the provisions hereof.

2. **TERM; RENEWAL.** The term of this Agreement shall be for five (5) years (the **"Initial Term"**) which term shall commence on May 1, 2020 (the **"Commencement Date"**) and conclude on April 30, 2025, subject to the termination provisions set forth herein. Unless written notice of termination is provided as set forth in Section 12 herein, this Agreement shall automatically renew for one successive five (5) year term (the **"Renewal Term"**). All terms and conditions contained herein shall be effective during the Renewal Term. The Initial Term along with the Renewal Term shall be collectively referred to as the **"Term."**

3. **TRANSITION OF THE FACILITIES.**

3.1 Upon the Effective Date, Manager shall assist Owner in coordinating with the current current manager of the Golf Facilities to ensure a smooth and orderly transition to Manager. In addition, upon any termination of all or a portion of this Agreement, Manager shall assist Owner in coordinating with any successor manager or owner of the Golf Facilities to ensure a smooth transition from Manager to such successor manager or owner.

3.2 Upon the Effective Date, Manager shall assist Owner in coordinating with the current manager of the F&B Facilities, to ensure a smooth and orderly transition to Manager. In addition, upon any termination of all or a portion of this Agreement, Manager shall assist Owner in coordinating with any successor manager or owner of the F&B Facilities to ensure a smooth transition from Manager to such successor manager or owner.

4. OPERATION OF THE FACILITIES, MANAGER'S SERVICES, & OWNER'S RESPONSIBILITIES.

4.1 General.

(a) Commencing on the Commencement Date and continuing until the conclusion of this Agreement, Manager shall have the authority and responsibility to conduct, supervise, and manage the day-to-day operations of the Facilities, including but not limited to the operation, management, marketing, and maintenance of such facilities and staff, subject to Owner's rights of review, consultation, and/or approval set forth herein.

(b) Manager shall have the right to determine and implement the operating policies, standards of operation, quality of service and any other matters affecting customer relations and the efficient management, operation, and maintenance of the Facilities and shall have the authority to: (i) determine, establish, amend and implement the policies, standards and schedules for the management, operation and maintenance of the Facilities and all matters affecting customer relations; (ii) determine and implement standards for agronomic conditioning of the golf courses; (iii) recommend and implement all pricing (including rates and prices for dues, greens fees, rental fees and other similar fees and charges for usage at the Facilities except as limited by Section 4.7 herein); (iv) supervise and direct all phases of marketing, advertising, sales, and publicity for the Facilities; (v) establish accounting and payroll procedures and functions for the Facilities; (vi) receive, hold and disburse funds, and maintain bank accounts; (vii) supervise food and beverage services, including, without limitation, menu prices and other guest charges; (viii) procure and/or maintain all business licenses, including liquor license(s), required for the Facilities; (ix) procure inventories, supplies and services; (x) assess and make recommendations with respect to technology requirements, as well as coordinate technology-related issues, either directly or through third-party vendor relationships; and (xi) hire, retain, train, control and supervise all personnel necessary for successful operation of the Facilities.

(c) As of the Commencement Date and throughout the Term, Manager shall identify, recommend and provide for the usage of owned and/or leased equipment (which shall be in Owner's name whether leased or owned) and shall maintain same in according with any applicable lease agreements, which recommendations and contracts shall be submitted to the Board for review and approval.

(d) At all times during operation of the Facilities, Manager shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. Further, Manager shall coordinate, oversee, and be responsible for ensuring all third-party contractors' work (with the exception of any contractors hired directly by Owner which shall be coordinated and overseen by Owner and for which Owner shall be responsible for ensuring such work) relative to the scope of this Agreement.

(e) Manager shall exercise reasonable judgment in its management activities in the best interests of the Golf Facilities and in a manner comparable to similarly situated golf facilities located in the Central Florida region. Manager shall exercise reasonable judgment in its management activities in the best interests of the F&B Facilities and in a manner comparable to similarly situated restaurant facilities located in the Central Florida region.

(f) A representative of Manager shall, if and when requested, attend all regularly scheduled meetings of the Owner's Board of Supervisors ("**Board**"), and in all cases shall prepare a monthly report and submit it to the District Manager at least ten (10) days prior to each Board meeting, and shall include such substantive updates and information as may be needed and/or requested by Owner.

(g) Manager shall immediately, and in any event not more than forty-eight (48) hours upon obtaining knowledge thereof, notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare, and shall immediately address and correct such concerns, specifically as such issues or concerns relate to Facilities involving licensing and related inspections.

(h) Notwithstanding Manager's responsibility to oversee the day-to-day operations of the Facilities, Owner shall have the right to inspect the Facilities at any reasonable time upon five (5) days written notice or immediately in the event of a health, safety, and/or welfare concern

(i) ***Manager's Tax Reporting.*** Manager acknowledges and agrees that this Agreement relates to the management of the Facilities and that such facilities are not being leased to Manager. Accordingly, Manager shall not take an inconsistent tax position with respect to its appointment as manager by Owner herein (i.e. Manager cannot treat the rights granted by this Agreement as a lease on its state or federal tax reporting documentation).

4.2 Owner's Representative.

(a) Owner shall appoint a representative(s) ("**Owner's Representative**") who shall have the authority to consult with Manager on behalf of Owner and to make operational decisions on behalf of Owner, consistent with the approved Annual Plan (as hereinafter defined). The initial Owner's Representative shall be District Manager, who shall attempt to consult with _____ in all operational decisions to be made by Owner's Representative. Owner may change its appointment of the Owner's Representative by prior written notice to Manager. The Chairman of the Board, as may be changed from time to time, shall additionally be a back up Owner's Representative without the need to provide written notice to Manager in the event of emergency and the Owner's Representative identified above is unavailable.

(b) Owner's Representative shall not be authorized to make approvals that exceed Twenty-Five Hundred Dollars (\$2,500) unless such decision is emergency in nature as set forth in

Section 4.3(d) herein. The Owner's Representative is not acting in lieu of the Board but rather will act as the Owner's Representative between regular public meetings, recognizing that for business efficiencies, some decisions may need to be made before a regular meeting is scheduled. Owner's Representative shall respond to requests from Manager within a reasonable period of time, which shall not exceed seven (7) business days of such request. Manager shall be entitled to rely on direction given by the Owner's Representative with respect to matters subject to Owner's approval so long as such decisions do not exceed the authority herein provided and so long as such direction is provided in writing.

4.3 *Annual Plan and Budget.*

(a) The Manager acknowledges that Owner's fiscal year commences on October 1st and concludes on September 30th (hereinafter, "**Fiscal Year**"). By May 1 of each year of the Term, Manager shall submit to Owner, for Owner's approval, a proposed annual plan for the next Fiscal Year (the "**Annual Plan**"). The Annual Plan shall describe the major management goals and intended actions for the ensuing Fiscal Year, in reasonable detail, so as to enable Owner to evaluate the intended conduct of the affairs of the Facilities during that period and can anticipate any budget adjustments for the following fiscal year. The Plan shall specifically address, at a minimum: i) the anticipated operating, marketing, and agronomic practices planned to be undertaken, iii) the estimated rates and fees to be charged relative to the use of the Facilities by patrons, and iii) an estimated operating and capital budget including Gross Revenue, Operating Expenses, and planned capital expenditures (collectively, the "**Budget**") for Owner's upcoming Fiscal Year. The Annual Plan, including the Budget, shall separately address the Golf Facilities and the F&B Facilities.

(b) Owner shall approve or disapprove (and, if disapproving, shall provide written comment on) the Annual Plan, including the Budget, within forty-five (45) days following its receipt of same. Owner's approval of the Annual Plan shall not be unreasonably withheld, conditioned or delayed. Upon request of Owner, Manager shall provide Owner with the data and information utilized in preparing the Annual Plan or any revisions thereto. If Owner is unable to approve or disapprove the Annual Plan within the timeframes stated herein, the Annual Plan proposed by Manager shall be deemed approved. In the event Owner disapproves the Budget or any specific item or items thereof, pending resolution thereof, the proposed Budget or the specific item or items of expense not approved by Owner, shall be suspended. The Board of Supervisors of Owner shall have the right to amend the Annual Plan at any time, in consultation with Manager, should financial circumstances deviate in a negative manner from the projections in the Annual Plan, whether due to unforeseen expenses, lower than anticipated income, or otherwise.

(c) Manager shall submit to Owner, for Owner's approval, the Annual Plan, including Budget, for the remainder of Fiscal Year 2019-2020 and Fiscal Year 2020-2021 within thirty (30) days of the Effective Date of this Agreement and Owner shall approve or disapprove (and, if disapproving, shall provide written comment on) same by July 1, 2020 accordance with Section 4.3(b) herein.

(d) Manager agrees that Owner's approval will be required prior to any material change to the Annual Plan, provided that Owner's approval shall not be unreasonably withheld, conditioned, or delayed. A material change with respect to the Budget shall mean any change that results in a total Budget increase of ten percent (10%) or more. Notwithstanding the foregoing, Manager may reallocate all or any portion of any amount budgeted with respect to items in the Budget to another

item in the Budget; provided, however, any reallocation that equals or exceeds ten percent (10%) of the total Budget shall require Owner's approval. If Owner is unable to approve or disapprove any changes or reallocations within forty-five (45) days following its receipt of notification of same, such changes or reallocations proposed by Manager shall be deemed approved.

(e) Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions (including expending any funds reasonably necessary to respond on an emergency basis to such condition or event); provided, however: (i) Manager shall not expend any funds pursuant to this Section 4.3(d) in excess of Ten Thousand Dollars (\$10,000) per occurrence for an emergency situation (or governmental directive or order) without first obtaining the approval of Owner's Representative; and (ii) Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures) and will follow Owner's directions regarding further expenditures after such notification.

(f) After the Annual Plan is approved, Manager shall use its commercially reasonable efforts to operate the Facilities pursuant to the Annual Plan. Notwithstanding the foregoing, Owner acknowledges that Manager has not made and, by proposing the Annual Plan, (i) does not make any guarantee, warranty, or representation of any nature concerning the Annual Plan, the amounts of Gross Revenue or Operating Expenses or net operating income, and (ii) does not have any liability to Owner for any deficits in the Budget arising from the operation of the Facilities by Manager so long as Manager employs good faith, commercially reasonable efforts to operate pursuant to the Annual Plan and within the Budget.

4.4 Bank Accounts: Flow of Funds. This Agreement contemplates that the flow of funds received and disbursed in connection with the operation of the Facilities shall be conducted through and controlled by a system of accounts established by agreement of Owner and Manager.

(a) Owner shall establish and/or maintain such bank or other deposit accounts as Owner and Manager shall mutually agree are necessary for the efficient operation of the Golf Facilities and the F&B Facilities, and shall control of the flow of funds received and disbursed in connection with such operation, in its name at a bank(s) or other financial institution(s) mutually agreed upon by Owner and Manager. Owner's and Manager's designees (as approved by Owner) shall be the only parties authorized to draw upon such accounts. All revenues and receipts arising from operation of the Facilities shall be deposited into such accounts, and in no event shall such amounts deposited in any accounts established under this Agreement be co-mingled with any other funds of Manager or any third party (collectively hereinafter referred to as the "**Operating Accounts**").

(b) Owner is required to maintain a balance within the Operating Accounts for the normal operating cash needs of the Facilities (the "**Minimum Funds Balance**"). The Minimum Funds Balance shall be the greater of (i) the dollar amount of the annual Budget for the month following the current month or (ii) Fifty Thousand Dollars (\$50,000). The initial deposit of the Minimum Funds Balance shall be provided to Manager for deposit in the Operating Accounts within fifteen (15) business days of the Commencement Date. The Minimum Funds Balance shall be allocated between the Golf Facilities account(s) and the F&B Facilities account(s) as determined by Manager. Upon

Manager's notifying Owner of any current or pending deficit to the Minimum Funds Balance, Owner shall have five (5) business days to deposit into the Operating Account(s) the funds necessary to cover such deficits and to restore the Minimum Funds Balance.

4.5 *Personnel.*

(a) Manager shall facilitate the transfer of existing employees of the Facilities to Manager's employment platform, if any, and shall provide such other qualified personnel as shall be deemed necessary for the successful operation, management, and maintenance of the Facilities. Owner shall approve the compensation of personnel through the Annual Plan.

(b) All persons hired by Manager to assist it in performing its duties and obligations set forth in this Agreement shall be direct employees of Manager. Manager shall be responsible for hiring, training, promoting, and supervising the work of the personnel. Manager shall retain the exclusive right to hire and terminate the personnel. Manager shall provide annual evaluations of all employees staffed at the Facilities, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Manager shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the Manager and various department heads, in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.

(c) Manager is responsible for the payment for all salary, payroll, overhead, employment taxes and benefits (including any amounts allocable to paid leave and COBRA coverage), in accordance with the Annual Plan, which costs shall be an Operating Expense. Manager shall be entitled to make such reimbursement from the account(s) established pursuant to Section 4.4 herein. Notwithstanding the foregoing, Manager shall be solely responsible for compliance with all laws, regulations and tax requirements relative to payroll and employment of its employees.

(d) Manager shall be an independent contractor and neither Manager nor its employees shall be considered employees of Owner for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), any other employment-related benefits or payments and third-party liability claims. Manager shall retain sole and absolute discretion in the manner, method and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Owner shall not be liable for any obligations incurred by Manager unless specifically authorized in writing or by the terms of this Agreement. Manager shall not act as an agent of Owner, ostensibly or otherwise, nor bind Owner in any manner, unless specifically authorized to do so in advance in writing or by the terms of this Agreement.

4.6 *Accounting.*

(a) Manager shall maintain separate and complete books and records in connection with its operation of the Facilities, which shall also be separate as to the Golf Facilities and the F&B

Facilities. Charts of accounts and all accounting systems shall be maintained in accordance with ordinary accounting procedures and generally accepted governmental accounting principles ("GAAP") and reviewed with Owner as requested. Financial statements will be prepared by Manager's in-house Certified Public Accountants ("CPA"), or by such other person as approved by Owner. Manager acknowledges that it is aware that these books and records are subject to the provisions of Section 17.10 herein, as well as Owner's public record retention policy.

(b) All accounting systems and software and/or licenses (as applicable), procedures and manuals and related materials utilized by Manager in providing services shall be and remain the exclusive property of Owner. Upon termination of this Agreement for any reason, whether in whole or in part, all source documents, work papers, financial statements relating to past periods, and other supporting documents associated with the portion of the services being terminated, shall be and remain the property of Owner and shall be transmitted to Owner promptly upon its request.

4.7 *Fees and Charges.*

(a) Manager shall establish, maintain, revise and administer, the overall charge structure of the Facilities, including, without limitation, membership fees, greens fees, golf cart rental fees, food and beverage charges, and charges for any other services provided at the Facilities. Notwithstanding the foregoing, all rates, fees, and charges proposed by Manager must be agreed to and adopted by Owner in accordance with its Rules of Procedure and Chapter 190, *Florida Statutes*. Manager shall not increase rates, fees or charges in excess of Owner's then-current rate structure as approved by the Board. In the event that Manager desires to increase rates, fees or charges above the then-current rate structure, it shall petition the Board in writing to promptly commence the actions necessary to undertake a ratemaking hearing, which actions shall not be unreasonably conditioned, denied or delayed by Owner. Provided however, nothing herein shall require the District to adopt rates, fees or charges which could result in a financial detriment to the District.

(b) Manager shall demand, collect and receive all charges, payments, rentals, income, and all other revenues with regard to the Facilities, which shall be deposited into the Operating Accounts and utilized for the payment of Operating Expenses of the Facilities, as necessary.

4.8 *Purchasing and Vendor Services.*

(a) Manager shall enter into contracts or otherwise provide for the operation and maintenance of the Facilities, in Owner's name, including but not limited to the furnishing of equipment leases, utilities (i.e. electricity, gas, water, cable, telephone, etc.), cleaning services, pest control services, facility maintenance services, landscape and turf maintenance services, irrigation maintenance services, pond maintenance services, and other utilities or services necessary for the operation and maintenance of the Facilities which shall all be an Operating Expense. Manager shall purchase, as an Operating Expense, all materials and supplies necessary for the operation and maintenance of the Facilities within the approved Annual Plan.

(b) Notwithstanding the foregoing, Owner's written approval is required for any agreements: i) involving payments that exceed the budgeted amount reflected in the Budget by more than ten percent (10%), or ii) which are not terminable within ninety (90) days (the "**Material Agreements**"). In the event of termination of this Agreement which results in a termination fee for

any purchasing contracts or service agreements entered into consistent with this Agreement, the terminating party shall be responsible for the payment of any termination fees.

(c) Manager has entered into, or may in the future enter into, various national accounts with certain key vendors who may provide goods and services to the Facilities at substantial discounts which discounts will be for the benefit of Owner. In connection with these contracts, Manager may also receive various rebates from the vendors based on Manager's and Manager's affiliates annual purchases for all Facilities managed by Manager. For any contract for which Manager will receive a rebate, Manager must procure three similar bids or proposals which demonstrate that the lowest cost bid/proposal was selected on behalf of the District.

(d) All purchases and dispositions made by Manager will be in accordance with and subject to Owner's procurement and purchasing policies, including its Rules of Procedure, and subject to all requirements for procurement and purchases imposed by Florida law.

(e) Manager shall collect and cause to be paid and discharged for Owner, before delinquency, all sales and use taxes, charges and assessments, and other charges of a similar nature which may be levied or assessed against Owner in connection with the operation of the Facilities, and shall timely file all reports and returns related thereto with the appropriate governmental authorities. Notwithstanding the foregoing, Manager shall not be required to pay any income tax, franchise tax or similar tax of Owner.

4.9 Repairs and Maintenance. In accordance with the Annual Plan, and as set forth in the Budget or otherwise in accordance with this Agreement, Manager shall arrange for the making or installing, as an Operating Expense, of such alterations, repairs, decorations, or replacements to the Facilities (including but not limited to furnishings, machinery, or equipment) as Manager deems reasonable or necessary to operate and maintain the Facilities and to keep the Facilities in good repair. Additional alterations, repairs, decorations, or replacements of furnishing or equipment not set forth in the Budget must be approved in advance in writing by Owner.

4.10 Liquor and Restaurant Licenses. Manager shall coordinate with Owner to add Manager to the existing liquor and restaurant licenses, or obtain new liquor and restaurant licenses for the Facilities, at Owner's election. Manager shall cause all activities at the Facilities to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of food and alcoholic beverages at the Facilities, as well as Manager's obligation to pay any and all fees and charges on behalf of Owner. Manager shall require all employees selling food and/or beverages at the Facilities to undertake the applicable ServSafe training program(s). Owner shall cooperate and assist Manager as necessary in connection therewith. Upon termination of this Agreement, whether in whole or in part, Manager shall take all such actions as may be reasonably required to relinquish all rights and interests in such license(s), as applicable, to Owner and/or a successor manager of the Facilities.

4.11 Marketing.

(a) Manager shall create, direct, and implement an annual marketing plan for the Facilities. The marketing plan will include, at a minimum, a market analysis, a summary of golf programs to include rates, membership structure, and strategies for increasing acquisition, engagement and yield with the purpose of achieving the budgeted financial goals and other marketing-related plans and goals for the Facilities.

(b) Manager shall, as an Operating Expense as part of the approved Annual Plan and Budget, obtain and manage and ensure compliance with all federal, state and local laws, including but not limited to ADA accessibility requirements of WCAG 2.0 AA or higher:

- (i) Marketing systems, including internet platforms (web site, e-mail, e-commerce), electronic tee sheet programs (reservation system, customer database, POS), credit card processing platforms, and branding materials (graphic design, collateral, photography);
- (ii) Member acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
- (iii) Member retention programs, including special events and programs, promotional offers, and membership events and programs;
- (iv) Sales programs, including outings, membership, and event sales management programs;
- (v) Quality assurance programs, including customer surveying, 'secret shopper' on-site visits, and telephone sales calls;
- (vi) Web site development, management and hosting (via the Billy Casper Digital Network);
- (vii) Social media and online reputation management (via various third party and proprietary tools); and
- (viii) Creative design services (via Manager's in-house design firm).

4.12 *Information Technology.*

(a) Manager shall create, direct, and implement information technology ("IT") functionality, in a safe and stable manner, for the Facilities and in compliance with all federal, state, and local laws, including but not limited to ADA accessibility requirements of WCAG 2.0 AA or higher:

- (i) The hardware and software resources of an entire network that enable network connectivity, communication, operations and management of a computer environment. The entire network infrastructure is interconnected, and can be used for internal communications, external communications or both. The entire network infrastructure may include routers, switches, wireless routers, cables, network operations and management software, operating systems, firewall and network security applications, network connectivity (cable, T-1 Lines, DSL, satellite, wireless, IP addressing, etc.)
- (ii) The electronic transmission of voice, fax, or other information between parties including the use of VoIP (voice over Internet Protocol) for the delivery of voice communications over the Internet. This includes voice, fax, SMS, and/or voice-messaging applications that are transported via a network.

- (iii) Hardware and Software to include the physical components that make up a computer system and then the software that runs on those physical components.
- (iv) Virus and Malware Protection software designed to prevent viruses, worms and Trojan horses from getting onto a computer as well as remove any malicious software code that has already infected a computer.
- (v) Network Intrusion Protection software application that monitors network or system activities for malicious activities. Intrusion detection and prevention systems are primarily focused on identifying possible malicious incidents, logging information about them, and reporting attempts.
- (vi) Network Monitoring is the use of a system that constantly monitors the computer network for slow or failing components and notifies the network administrator (via email, SMS or other alarms) in case of outages.
- (vii) Manager will review the network and work with Owner as part of the start-up and transition process in order to determine necessary steps to achieve compliance with the Payment Card Industry Data Security Standards ("PCI DSS") at the Facilities. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment with focus on improving payment account security throughout the transaction process.

(b) There shall be a monthly support fee included in the Budget for the remote support of the IT services as referenced herein. If the issue cannot be resolved remotely by Manager, or the District or the District's contractor and requires Manager's corporate-based personnel to come on-site to the Facilities to remedy such issue, such services shall be paid an amount equal to One Hundred Dollars (\$100.00) per hour.

4.13 Chemicals. In providing the services set forth herein, Manager shall use approved and effective chemicals in strict compliance with all labeling provisions and state and federal environmental guidelines. Further, Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Manager shall not take any action under this paragraph if Owner is contesting or has affirmed its intention to contest any such order or requirement. Manager shall promptly and in no event within more than forty-eight (48) hours notify Owner in writing of all such orders or requirements.

4.14 Hazardous Materials, Toxic Wastes, and Asbestos. Except with respect to any conditions existing as of the date of this Agreement, if during the term of this Agreement, Manager becomes aware of the existence of hazardous materials or wastes, toxic substances or wastes, petroleum or petroleum based products, asbestos or asbestos-bearing materials and the like (hereinafter collectively referred to as the "**Hazardous Materials**") at, in, on, or under the Facilities in violation of applicable law, Manager shall immediately notify Owner of the condition, both orally and in writing, and in any event Manager shall not allow any such Hazardous Materials to be brought onto the Facilities in violation of applicable law; provided however that properly containerized

Hazardous Materials that are typically used in connection with food and beverage operations may be brought onto the Facilities property for use in the operations of the Facilities property and in strict compliance with all applicable environmental laws. Owner shall exclusively determine such further course of action with respect to such Hazardous Materials. Manager shall not supervise or oversee any work involving remediation of any hazardous or potentially Hazardous Materials unless specifically hired by Owner, with the written approval of Owner, to do so pursuant to a separate agreement between Owner and Manager and, unless otherwise expressly agreed in writing, Manager shall not be entitled to any fee with respect to any such work done at the Facilities. Manager shall always use its good faith commercially reasonable efforts to prevent and detect the occurrence or existence of any Hazardous Materials at the Facilities in violation of applicable laws.

4.15 Compliance with Laws. Manager shall comply with and cause all third party actions within its control to be done in and about the Facilities in compliance with all applicable recorded declarations and restrictive covenants, statutes, ordinances, laws, rules, regulations, or orders of any governmental or regulatory agency, subject in all respects to any pre-existing condition(s) that may limit or impair Manager's ability to cause the Facilities to comply. Manager shall obtain and maintain any and all licenses, permits and other authorizations required under applicable law or any applicable federal, state or municipal authority for performance of its obligations hereunder, subject in all respects to any pre-existing condition(s) that may limit or impair Manager's ability to obtain such licenses, permits and other authorizations, as to which conditions Manager notifies Owner in writing promptly after becoming aware thereof.

4.16 Ownership.

(a) Any on-site equipment or systems purchased or leased on behalf of Owner shall be and remain property of Owner. Upon termination of this Agreement, whether in whole or in part, and payment to Manager of all sums not in dispute and therefore due and owing to Manager by Owner, Manager shall transfer all policies and procedures manuals relative to such equipment or systems to Owner, along with all goods and services purchased pursuant to this Agreement, which shall accurately reflect all the current policies and procedures. Owner recognizes the potentially proprietary nature of such documents and agrees that they shall only be utilized in connection with the operation of the Facilities. Manager will also transfer to Owner all computer passwords, contracts, warranties, keys, account numbers and other items necessary for Owner to continue the uninterrupted operation of the Facilities. Furthermore, Manager shall ensure that all agreements or other documents entered into on behalf of Owner pursuant to this Agreement are assignable and do not carry a cancellation or assignment fee, unless Owner has approved such fees in advance.

(b) All intellectual property (excluding patents), documents or data developed or compiled in the performance of this Agreement or in Manager's operation, management or maintenance of the Facilities, and all records relating thereto, including, without limitation, all drawings, maps, schematics, specifications, reports, summaries, photographs, memoranda, notes, calculations, manuals, and computer-based data regarding the Facilities or its membership, and other similar documents and information (hereinafter, "**Work Product**"), shall be deemed "works made for hire" and the sole and exclusive property of Owner. Manager hereby assigns to Owner all right, title, and interest it has or claims to have, if any, in any and all such Work Product and shall turn over to Owner all Work Product at the termination of this Agreement as to such portion of the Agreement so terminated .

5. **OPERATING EXPENSES.** Manager shall pay all Operating Expenses for the Facilities on behalf of Owner from the Operating Accounts.

6. **MANAGER COMPENSATION.**

6.1 **Management Fee.** For its services hereunder, Manager shall be paid a management fee (the "**Management Fee**") of Eight Thousand Dollars (\$8,000) per month.

6.2 **Incentive Fee.**

(a) **Incentive Fee.** In addition to the Management Fee, commencing Fiscal Year 2019-2020, and for each full Fiscal Year thereafter, Manager is entitled to receive an amount that is equal to fifteen percent (15%) of the amount that actual total Gross Revenues for that fiscal year relative to the operation of the combined Golf Facilities and F&B Facilities exceed the amount of total Operating Expenses for that year relative to the operation of the combined Golf Facilities and F&B Facilities (the "**Incentive Fee**"). The Incentive Fee will also be based on "Service Performance" ratings provided by the Golf Club Advisory Committee, approved by the Board. The Golf Club Advisory Committee shall meet quarterly to discuss Manager's progress, and shall rate Manager annually based on the Service Performance criteria included as **Exhibit B** to this Agreement.

(i) For each Fiscal Year, the Incentive Fee earned shall be adjusted by the approved Service Performance ratings received by Manager. Any rating between ninety percent (90%) and one hundred percent (100%) shall entitle Manager to the entirety of the eligible Incentive Fee payment. In the event that Manager receives a rating below ninety percent (90%), the calculated Incentive Fee payment for that year shall be multiplied by the Service Performance rating to determine the amount payable for such year. A rating below seventy-five percent (75%) will not qualify for an Incentive Fee payment.

(b) Notwithstanding the foregoing, the aggregate Incentive Fee earned by Manager in any Fiscal Year shall not exceed fifty percent (50%) of the Management Fee paid to Manager for that Fiscal Year.

6.3 **Reimbursement of Travel Expenses.**

(a) Manager's corporate-based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder. Manager shall provide documentation of all expenses in a form acceptable to Owner. Any expenses that are attributable to golf or restaurant facilities of Manager in addition to the Facilities shall be appropriately prorated among such facilities benefited by the travel. Such reimbursement shall not exceed Three Thousand Dollars (\$3,000) per Fiscal Year and shall be included in the Budget as an Operating Expense.

6.4 **Payment of Management Fee and Incentive Fee.** Both the Management Fee and the Incentive Fee shall be considered Operating Expenses of the Facilities. Manager agrees to issue

monthly invoices for the Management Fee and annual invoices for the Incentive Fee which shall be sent to Owner at the address set forth herein no later than the fifth (5th) day of the next succeeding month. Owner shall pay Manager within thirty (30) days of receipt of such an invoice or otherwise in accordance with the Chapter 218, *Florida Statutes*.

7. FINANCIAL REPORTING.

7.1 *Monthly Financial Statements.* Commencing as of the Commencement Date and continuing through the month after the conclusion of this Agreement, Manager shall furnish and deliver complete financial statements, including balance sheets, income statements, cash flow statements, and back reconciliations within twenty (20) days of the end of the month, along with a written summary of Manager's actions and results relative to the Annual Plan as is reasonably necessary to inform Owner of the status of the affairs of the Facilities. Manager shall additionally supply Owner with any additional reports during the month as may be requested. Separate financial statements should be provided for the Golf Facilities and the F&B Facilities.

7.2 *Annual Reports.* After the end of each of Owner's Fiscal Years, Manager shall deliver to Owner a balance sheet of the Facilities as of the end of such year, a statement of income and expenses, and a statement of any changes in the financial position of the Facilities for such year in form satisfactory to Owner. This information shall be provided by Manager to Owner within forty-five (45) days of the end of Owner's Fiscal Year. A separate annual report should be provided for the Golf Facilities and the F&B Facilities. Owner may, at Owner's expense, request an audited or reviewed financial statement prepared by a CPA designated by Owner.

7.3 *Access to Books and Records.* Upon reasonable advance notice by Owner to Manager, Manager shall permit Owner, its accountants, attorneys and agents to examine and make copies of the books and records of the Facilities during normal business hours. If as a result of any such examination, it is discovered that Manager has misstated the Incentive Fee payable hereunder, Manager or Owner, as the case may be, shall promptly pay to the other any sum shown to be payable by the other as a result of such examination.

8. REPRESENTATION AND WARRANTIES.

8.1 *Manager's Representations and Warranties.*

(a) Manager is a Virginia limited liability company duly formed, validly existing and in good standing under the laws of the state of its formation and is authorized to conduct business in Florida, and with full power and authority to execute, deliver and perform this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Manager.

(c) This Agreement constitutes a legal, valid and binding agreement of Manager, enforceable against Manager in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect.

8.2 *Owner's Representations and Warranties.*

(a) Owner is a “community development district” validly existing under Chapter 190, *Florida Statutes*, and in good standing under the laws of the State of Florida and is authorized to conduct business in Florida, and with full power and authority to execute, deliver and perform this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of Owner.

(c) This Agreement constitutes a legal, valid and binding agreement of Owner, enforceable against Owner in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect.

(d) As of the Effective Date, Owner has good, marketable and indefeasible fee simple interest to, or a lease interest in, the real property comprising the Facilities, free and clear of all liens, claims and encumbrances of any nature, except for those currently recorded against such property.

(e) To the best of Owner’s knowledge and except for as noted in the Phase I Environmental Site Assessment Report prepared by Stillwater Environmental and dated November 19, 2019, there are no and have not been any Hazardous Materials on or within any of the Facilities, nor have any waste disposal activities been conducted on or from the Facilities in violation of applicable laws. To the best of Owner’s knowledge, there are not (i) any violations of, or (ii) any existing, pending, or threatened investigation or inquiry by any governmental authority pursuant to, or (iii) any remedial obligations required under, any environmental laws concerning the real property comprising the Facilities.

9. INSURANCE.

9.1 Rating of Insurance Companies. All insurance policies provided for under this Section 9 shall be issued by insurance companies that have sound financial strength and maintain a rating of A VIII in Am Best’s Key rating guide, or equivalent.

9.2 Procurement of Insurance Policies.

(a) Manager shall procure and maintain, as an Operating Expense as part of the Approved Annual Plan and Budget, the insurance policies covering the Facilities set forth in the attached **Exhibit “A,”** which are incorporated herein by this reference. Prior to the Commencement Date, Owner shall provide Manager with all necessary information to enable Manager to procure the set forth herein. Such policies may be procured and maintained through Manager’s comprehensive insurance program, provided the policies within such program otherwise comply with all of the requirements set forth in herein. Prior to the Commencement Date, Manager and the District’s Manager (Governmental Management Services – Central Florida, LLC) shall meet and confer to determine the most cost effective approach for meeting the insurance requirements set forth herein and in the attached **Exhibit “A.”**

(b) As the procurement and maintenance of the insurance coverage set forth in the attached **Exhibit “A,”** is an Operating Expense, such policies intended to be procured and maintained shall be required to be deemed acceptable by the Owner’s Representative, which shall not be unreasonably withheld, conditioned, or delayed.

(c) Certificates of insurance shall be delivered to Owner at least thirty (30) days prior to the Commencement Date at the addresses shown in Section 16 herein, and all insurance policies shall be renewed (or replaced, as applicable) prior to their respective expiration dates.

(d) All policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed without at least thirty (30) calendar days' prior written notice to Owner. Each policy shall provide that the insurer shall not have any rights of subrogation to any claim which either party hereto may have or may acquire against the other. Neither Owner nor Manager shall have any claim against the other with respect to the failure of any insurance carrier to provide the coverage or protection placed with such carrier as contemplated by this Agreement.

(e) Notwithstanding such insurance coverages procured by Manager on Owner's behalf, Owner shall retain the risk of loss relative to the Facilities.

10. FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.

10.1 If all or any portion of the Golf Facilities is destroyed by fire, flood, high winds, or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination of that portion of this Agreement hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Golf Facilities being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, Owner (or its successor or assign) shall decide not to rebuild the damaged portion of the Golf Facilities. In any such event, the portion of this Agreement relating to the Golf Facilities shall terminate on written notice of such occurrence from Owner and neither party shall have any further rights or obligations hereunder.

10.2 If all or any portion of the F&B Facilities is destroyed by fire, flood, high winds, or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination of that portion of this Agreement hereunder by either party unless such damage or destruction results in the whole or a substantial part of the F&B Facilities being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, Owner (or its successor or assign) shall decide not to rebuild the damaged portion of the F&B Facilities. In any such event, the portion of this Agreement relating to the F&B Facilities shall terminate on written notice of such occurrence from Owner and neither party shall have any further rights or obligations hereunder.

11. TRADENAMES.

11.1 *Facilities Tradename.* During the Term, the Golf Facilities and the F&B Facilities shall each be known by such tradenames as may from time to time be determined by Owner (the "**Facilities Tradename**") and Owner grants to Manager a non-exclusive license to identify, market, and operate the Facilities under the Facilities Tradename, which license shall expire upon the termination or expiration of this Agreement. Manager acknowledges that the Facilities Tradename and the trademarks and/or service marks "Lake Ashton Golf Club" and "Eagle's Nest" are and shall continue to be the sole property of Owner, together with any other names, service marks, trademarks,

slogans, logos, designs or the like owned by Owner or created by Owner during the Term and are now or hereafter used in the ownership of the Facilities (collectively, "**Owner Marks**"). Manager shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Owner Marks or the goodwill associated therewith.

11.2 Billy Casper Golf Tradename. Owner acknowledges that the trademark and/or service mark "Billy Casper Golf" is and shall continue to be the sole property of Manager, together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Manager or created by Manager during the Term and are now or hereafter used in the management and operation of the Facilities or any unaffiliated golf facilities of Manager (collectively, "**Billy Casper Marks**"). Manager may identify the Golf Facilities as a golf facility managed and operated by Manager and may identify the F&B Facilities as restaurant facilities managed and operated by Manager, and shall use the Billy Casper Marks in such locations at the Facilities as reasonably determined by Manager. Owner shall not contest Manager's unrestricted and exclusive ownership of the Billy Casper Marks or its right to grant others licenses to use the Billy Casper Marks and Owner shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Billy Casper Marks or the goodwill associated therewith.

12. TERMINATION.

12.1 In consideration of the significant amount of time and resources to be incurred by Manager in commencing the services set forth in this Agreement, Owner may not terminate this Agreement without cause within eighteen (18) months of the Effective Date except as provided in Section 14 below. Thereafter, Owner or Manager may elect to terminate this Agreement without cause by providing one-hundred twenty (120) days written notice to the other Party. The parties agree to make a full and complete accounting to each other relative to any unpaid amounts due to each other within thirty (30) days following the final date of performance by the parties under this Agreement.

13. EVENTS OF DEFAULT.

13.1 By Owner. With respect to Owner it shall be an event of default ("**Event of Default**") hereunder, if any of the following shall occur other than as an outcome or result of litigation (in which case any of the following shall be an event of termination rather than an event of default):

(a) If, upon thirty (30) days' written notice, Owner shall fail to make or cause to be made a reimbursement of the Minimum Funds Balance as required by Section 4.4(b) herein; or

(b) If, upon sixty (60) days' written notice, Owner shall fail to make or cause to be made any payment to Manager required to be made hereunder; or

(c) If Owner shall fail to keep, observe or perform a material agreement, term or provision of this Agreement to be kept, observed or performed by it, and such default shall continue for a period of sixty (60) days after written notice thereof has been provided by Manager to Owner. In the event Manager seeks to avail itself of the rights and obligations set forth herein, the written notice must make specific reference to this Section 13.1(c). Moreover, any notice by Manager to Owner shall clearly specify the nature of the alleged default. If the default is incapable of being cured within sixty (60) days, this Agreement shall not terminate so long as Owner has commenced and is diligently

pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from Owner to the reasonable satisfaction of Manager; or

(d) Owner's insolvency; or

(e) The filing by Owner in any court of a petition in bankruptcy, receivership, reorganization or for respite.

13.2 By Manager. With respect to Manager, it shall be an Event of Default hereunder:

(a) If any of Managers' officers or agents are involved in the theft or embezzlement of personal property or money or are involved in any other criminal activity at the Facilities or any actions of Manager endanger the health, safety or welfare of Owner or its residents and guests; or

(b) If Manager shall fail to keep, observe or perform a material agreement, term or provision of this Agreement or a material term or provision of Manager's Proposal for Management Services submitted to Owner and dated March 6, 2020, that is to be kept, observed or performed by Manager, or Manager fails to comply with the minimum Golf Course Maintenance Standards attached hereto as Appendix 1, and such default should continue for a period of thirty (30) days after written notice thereof has been provided to Manager by Owner. In the event Owner seeks to avail itself of the rights and obligations set forth herein, the written notice must make specific reference to this Section 13.2(b). Moreover, any notice by Owner to Manager shall clearly specify the nature of the alleged default. If the default is incapable of being cured within thirty (30) days, this Agreement shall not terminate so long as Manager has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from Manager to the reasonable satisfaction of Owner; or

(c) Manager's insolvency; or

(d) The filing by Manager in any court of a petition in bankruptcy, receivership, reorganization or for respite.

14. REMEDIES UPON DEFAULT.

14.1 Remedies of Manager. If any Event of Default by Owner shall occur, Manager may, in addition to any other remedy available to it in law or equity if such termination is on account of the occurrence of an Event of Default) forthwith terminate this Agreement and remove from the Facilities, Manager and all of its employees. In such event, Manager shall be entitled to receive payment for all accrued amounts due to Manager pursuant to the terms hereof that remain unpaid. Notwithstanding the foregoing, if any uncured Event of Default shall occur within twelve (12) months of the Effective Date, in addition to payment of any accrued but unpaid amounts due to Manager, Owner shall be required to remit a default penalty in the amount of Sixty Thousand Dollars (\$60,000) in consideration of the significant amount of time and resources to be incurred by Manager in the commencement of the services set forth in this Agreement. If any uncured Event of Default shall occur after twelve (12) months of the Effective Date but before eighteen (18) months of the Effective Date, in addition to payment of any accrued but unpaid amounts due to Manager, Owner shall be required to remit a default penalty in the amount of Thirty Thousand Dollars (\$30,000) in consideration of the significant amount of time and resources to be incurred by Manager in the

commencement of the services set forth in this Agreement. In order to facilitate the terms of this provision, the parties agree to make a full and complete accounting to each other relative to any unpaid amounts due within thirty (30) days following the date of termination of this Agreement due to an Event of Default. After such final payment is made, neither party shall have further obligations whatever under this Agreement, except pursuant to the indemnity provisions of Section 15 herein.

14.2 Remedies of Owner. If any Event of Default by Manager shall occur, Owner may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate this Agreement. In the case of an Event of Default by Manager, Owner shall be entitled, but not obligated, to require Manager to continue to perform its obligations pursuant to this Agreement for a period up to ninety (90) days, during which time, Manager shall be entitled to all payments to which it is entitled pursuant to this Agreement for such ninety (90) day period. Further, in the Event of Default by Manager, Owner shall be entitled to receive payment of all unpaid amounts due to Owner pursuant to the terms hereof, and neither party shall have any further obligation whatever, under this Agreement, except pursuant to the indemnity provisions of Section 15 herein.

14.3 Attorney's Fees. If either party hereto brings any action because of any Event of Default hereunder, the substantially non-prevailing party agrees to pay all costs and fees, including attorney's fees, paralegal fees, and expert witness fees incurred by the substantially prevailing party in connection with such action.

14.4 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

15. INDEMNIFICATION.

15.1 By Manager. Manager agrees to indemnify, defend and hold harmless Owner and its supervisors, officers, employees, and staff, and their respective successors and assigns (collectively, the "**Owner Indemnitees**"), from and against any and all claims, liabilities, suits, causes of action, losses, damages, fines, penalties, liens, costs and expenses, including, without limitation, claims for personal injury, death, or property damage of any kind, and the reasonable fees and disbursements of counsel, consultants and other advisors incurred by any Owner Indemnitee (collectively, the "**Losses**"), related to or arising directly or indirectly out of or in connection with (a) Manager's failure to conduct, supervise and manage the day-to-day operations of the Facilities, including, but not limited to the golf course, the pro shop, the food and beverage facilities and all related facilities; (b) matters arising from the negligence, fraud, or willful misconduct of Manager; and (c) Manager's failure to perform, or Manager's breach of, any other covenant, obligation or undertaking of Manager set forth herein or reasonably inferred as a responsibility of Manager.

15.2 By Owner. Owner agrees to indemnify and hold harmless Manager and its members, managers, directors, officers, and employees, and their respective successors and assigns (collectively, the “**Manager Indemnitees**”), from and against any and all Losses related to or raising directly or indirectly out of or in connection with Owner’s failure to perform, or Owner’s breach of, any material covenant, obligation or undertaking of Owner set forth herein. Furthermore, Owner agrees to indemnify Manager for Losses resulting from the failure of Owner to implement a policy or rule for the safety of persons or property, but only after implementation of such policy or rule is requested in writing by Manager to Owner. Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Owner 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.

16. NOTICES. Any and all notices, consents, or directives by either party intended for the other shall be sent by registered or certified mail, return receipt requested, or by recognized overnight courier to the following address, unless either party shall have designated a different address by serving written notice of change of address on the other party by registered or certified mail.

Owner: Lake Ashton II Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jillian Burns

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

Manager: Billy Casper Golf, LLC
12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191
Attention: Legal Department

With copy to: Moore & Lee, LLP
1751 Pinnacle Drive, Suite 1100
McLean, Virginia 22102
Attn: Charlie C.H. Lee or Kristen Bennett

17. MISCELLANEOUS. Owner and Manager agree as follows:

17.1 Amendment. This Agreement may be amended upon the execution of a written amendment (or addendum) hereto by both parties.

17.2 Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

17.3 Non-Assignability. This Agreement cannot be assigned, encumbered or subcontracted by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld, provided, however, that Manager as an entity may without Owner's consent perform some of all of its obligations hereunder through its parent companies, their subsidiaries or affiliates, provided there is no adverse impact on the operation of the Facilities or the Annual Plan.

17.4 Executed Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

17.5 Captions. The captions of various of the provisions of this Agreement are included for convenience only and are in no way to be construed as part of this Agreement or as a limitation upon the scope of the particular provisions to which they refer.

17.6 Successor and Assigns. This Agreement and all the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

17.7 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties hereto expressly and irrevocably consent to the jurisdiction of the Polk County, Florida Courts for the purpose of litigation or dispute resolution regarding enforcement of rights described in this Agreement.

17.8 Severability. If any of the provisions of this Agreement shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions hereof shall be deemed stricken and deleted from this Agreement to the same extent as of never incorporated herein, but all other provisions hereof shall remain in full force and effect.

17.9 No Third-Party Beneficiaries. It is the intention of the parties to this Agreement that no third party shall have the benefit of or any rights under any of the provisions hereof.

17.10 Public Records. Manager understands and agrees that all documents of any kind prepared in connection to or provided to Owner in connection with this Agreement may be public records, and accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for Owner is Jillian Burns ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Manager shall 1) keep and maintain public records required by Owner to perform the service; 2) upon request by the Public Records Custodian, provide Owner with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Term and following the contract term if Manager does not transfer the records to the Public Records Custodian of Owner; and 4) upon completion of the contract, transfer to Owner, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Manager, Manager shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

OWNER:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Name: Douglas Robertson
Title: Chair, Board of Supervisors

MANAGER:

BILLY CASPER GOLF, LLC,
a Virginia limited liability company

Witness Name: _____

By: _____
Name: Michael Cutler
Title: Senior Vice President

Witness Name: _____

By: _____
Name: R. Alex Elmore
Title: President

EXHIBIT "A"

SCHEDULE OF REQUIRED INSURANCE

I. Property and Business Interruption Insurance.

A. Owner shall provide all risk property insurance for the full replacement value covering physical loss or damage to all buildings and improvements now existing or hereafter erected which constitute the Facilities, which shall include extended coverage against such perils of fire, lightning, windstorm, collapse, and sprinkler leakage. Such policy shall also provide (a) comprehensive boiler and machinery coverage, including pressure vessels, air tanks, boilers, machinery pressure piping, heating, air conditioning, and (b) earthquake coverage, if applicable and available at commercially reasonable rates in the region where the Facilities are located. Such policy shall also cover all equipment, fixtures, motors, machinery, furnishings and furniture installed and owned or leased by Owner and used in connection with the Facilities or with the buildings and improvements upon or above the real property comprising the Facilities, including all alterations, rebuilding, replacements and additions thereto (as hereinafter defined) at the option of Owner. If any insurer, or any governmental agency or authority having jurisdiction over the Facilities, shall at any time require that the foundations be insured in order to relieve the insured from the responsibility as a co-insurer or for any other purpose, the obligations with respect to insurance herein shall henceforth be increased to the extent so required.

B. Owner shall provide business Interruption Insurance providing coverage as part of the property insurance policy that is mutually satisfactory to Manager and Owner.

II. Liability Insurance.

Manager shall provide the following as an Operating Expense of the Lake Ashton Golf Club:

A. Commercial general liability insurance against claims for bodily injury, death, property damage and sexual abuse and molestation occurring on, in or about the Facilities; Employee Benefits Liability insurance with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to the Facilities, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per location and per single occurrence and Two Million Dollars (\$2,000,000) in the aggregate per location. For the avoidance of doubt, this policy shall be a location based policy. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

B. Liquor liability insurance having coverage terms at least as broad as those found in standard ISO forms. Such policy shall have an aggregate limit of at least One Million Dollars (\$1,000,000) per single occurrence and in the aggregate. Upon consent of Owner, Manager shall be entitled, from time to time, to designate such higher limits. If Owner does not consent Manager may procure insurance with higher limits of liability at Manager's cost. In the event that Manager, or an affiliate of Manager, holds the liquor license for the Facilities, Manager shall be the named insured

with respect to the foregoing insurance coverage. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

C. Automobile liability insurance on vehicles operated in conjunction with the Facilities against claims for damages on owned vehicles, non-owned vehicles, and uninsured motorist coverage (where required by statute), with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to other golf course and food and beverage facilities managed by Manager, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per occurrence. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

D. Pollution insurance policy (including, but not limited to Herbicide and Pesticide coverage) with a limit of not less than One Million Dollars (\$1,000,000) per single occurrence, including coverage for on-site and off-site clean up as well as third party coverage for on-site and off-site third party claims for bodily injury and property damage. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

E. Privacy liability insurance covering employee and member/guest data with limits as determined by Manager and Owner. This coverage does not apply to computers at Facilities not on Manager's network or networks managed by Manager. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

III. Workers Compensation and Employer's Liability

A. Workers' compensation and Employer's liability insurance as may be required under applicable laws covering all of Manager's, or an affiliate of Manager's, employees that are employed at the Facilities. If permitted by law, said Employer's liability policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

B. Comprehensive crime insurance covering Manager employee theft and dishonesty with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Said policy shall designate as additional named insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

C. Employment practices liability insurance covering Manager employees with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Said policy shall designate as additional named

insureds: 1) Lake Ashton II Community Development District and its Board of Supervisors, employees, staff, officers and consultants, and 2) Lake Ashton Community Development District and its Board of Supervisors, employees, staff, officers and consultants.

EXHIBIT B

ANNUAL PERFORMANCE MEASUREMENTS

CATEGORY/OBJECTIVES	MEASURE/STANDARD	WEIGHT
Customer Service Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.	<p>1. <i>Secret Shopper score with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p> <p>2. <i>Assess customer service satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	1. 20 points 2. 20 points
Maintenance Maintaining the health of LAGC, its aesthetic beauty, and playability as assessed by the playing community.	<p><i>Assess course condition satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	20 points
Operations Maintaining an acceptable level of pace of play while increasing rounds played and maximizing potential revenue for LAGC.	<p>1. <i>Ensure Average Price per Opening ("APO") set forth in the Annual Plan and Budget are achieved.</i></p> <p>Manager will receive all 15 points if goal is met.</p> <p>2. <i>Ensure that play is held to the pace of play standard attributed to the ARGC by the Florida State Golf Association.</i></p> <p>Manager shall evaluate the pace of play quarterly and will receive all 10 points if goal is met.</p> <p>3. <i>Ensure new guest acquisition goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>4. <i>Ensure existing guest retention goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>5. <i>Ensure golf tournament goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p>	1. 15 points 2. 10 points 3. 5 points 4. 5 points 5. 5 points

CATEGORY/OBJECTIVES	MEASURE/STANDARD	WEIGHT
Customer Service Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.	<p>1. <i>Secret Shopper score with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 10 points if goal is met; Manager will receive prorated points for scores less than 85%.</p> <p>2. <i>Assess customer service satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 10 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	<p>1. 10 points</p> <p>2. 10 points</p>
Restaurant Health and Safety Maintaining the health and safety of the F&B operations.	<p><i>Meet sanitation standards for Steritech inspections performed throughout the year.</i></p> <p>Manager will receive 100% of available points for a score from 0-6; will receive 90% of available points for a score of 7-12; will receive 80% of available points for a score of 13-18; will receive 70% of available points for a score of 19-24; and will receive 0 points for a score in excess of 25.</p> <p><i>Meet sanitation standards for each of the two Department of Business and Professional Regulation inspections¹ performed throughout the year.²</i></p> <p>Manager will receive 2.5 points for each DBPR inspection performed that receives less than 8 total violations so long as there are no more than 2 “high priority” violations and 0 violations which cause immediate closure of the F&B facilities.³</p>	<p>1. 5 points</p> <p>2. 5 points</p>
F&B Operations Ensuring an efficient restaurant and catering operation while maximizing potential revenue for the F&B Facilities.	<p>1. <i>Ensure that Cost of Goods Sold remains at or below 35% for all food and beverage options.</i></p> <p>Manager will receive all 2.5 points if goal is met.</p> <p>2. <i>Ensure that Direct Labor Expenditures remain at or below 40%.</i></p> <p>Manager will receive all 2.5 points if goal is met.</p> <p>3. <i>Ensure that monthly sales goals for all food service and catering options (as set forth in the Budget included in the Annual Plan).</i></p> <p>Manager will receive 1.25 points for each month that goal is met for a total of 15 possible points annually.</p>	<p>1. 2.5 points</p> <p>2. 2.5 points</p> <p>3. 15 points</p>

TOTAL ANNUAL POINTS AVAILABLE = 150 POINTS

¹ Does not include follow-up inspections

² This metric shall not apply for the first DBPR inspection in FY 2019-2020, and 2.5 points shall automatically be awarded to Manager for such inspection regardless of actual score.

³ Manager shall not be held responsible for the purposes of calculating compliance with this metric for those violations received relating to matters in which Manager has notified Owner that it needs funding to repair or remediate same, and such funding has not yet been provided by Owner or otherwise been timely made available to enable Manager to make such repairs or remediation in advance of the relevant DBPR inspection.

APPENDIX 1:

A. GOLF COURSE MAINTENANCE STANDARDS

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes (to extent not maintained by aquatic vendor), maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Note: Where specific fertilizers, chemicals, seed, supplies, products or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the District may be used if pre-approved by the District's contract manager.

The maintenance practices included in this Appendix 1 are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Vendor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Vendor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

The District realizes there are many different philosophies in course maintenance. Therefore, Proposers may submit proposals containing alternate guidelines as long as they alternatives insure optimum performance. The alternate guidelines must be submitted in writing on a separate sheet(s) attached to the proposal

i. Mowing Guidelines:

- a. Greens will be mowed every day the course is open for play at a height of cut that is acceptable to the District without causing undue stress to the turf. Typically, a cutting height between 5/32 inches to 1/4 inch will be maintained. Greens should be maintained to achieve at least an '8' "stimp meter" reading. The integrity of the original size of greens shall be maintained.
- b. Tees will be mowed three times per week. A mowing height of 1/2 inch to 3/4 inch will be maintained. No more than 33 percent of the leaf surface will be removed at anyone mowing. The integrity of the original size and design of tees shall be maintained.
- c. Fairways, Approaches, and Collars will be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of 1/2 inch to 3/4 inch will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are over seeded. No more than 33 percent of the leaf blade shall be removed at anyone mowing. The integrity of the original size of fairways shall be maintained.
- d. Tee and green slopes and roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1-1/4 inch to 1-1/2 inch will be maintained.
- e. Growth regulators may be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

ii. Aeration Guidelines:

- a. Greens will be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two to three conventional core aerations (2 inches deep on 2-inch centers, minimally) coupled with one deep tine aeration during the summer months will be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.
- b. Tees will be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.
- c. Fairways/Roughs will be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations will be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.

iii. Verticutting/Spiking Guidelines:

- a. Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water
- b. Tees will be vertically mowed in conjunction with the aerations services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy."
- c. Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

iv. Topdressing Guidelines:

- a. Greens will be top dressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. Greens will be top dressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.
- c. Tees will be top dressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.

v. Fertilization Guidelines:

- a. Greens will be fertilized with one (1) pound of actual nitrogen per one thousand (1000) square feet each month under normal conditions. Slow release type materials shall be utilized unless it is determined not to be necessary by the Client. Types of materials and analysis rates shall be determined by growing conditions at the time of treatment and the results of soil nutrient level. Rates of application may vary upon the material used. Soil tests shall be taken four (4) times per year.
- b. Soil nutrient level testing will be performed to determine the types of materials and analysis to be used on fairways and tees based on growing conditions at the time of treatment. Under normal conditions, one (1) pound of actual nitrogen per one thousand (1000) square feet shall be applied four (4) times per year. Slow release materials shall be utilized unless it is determined not to be necessary by the District. Soil tests shall be

taken four (4) times per year. Fertilizer applications shall be made a minimum of four (4) times per year.

- c. Four (4) pounds of nitrogen per one thousand (1000) square feet should be applied annually, under normal conditions. Vendor shall conduct soil tests two (2) times each year to determine the type of materials to use at the time of treatment based on the soil tests and growing conditions. Fertilization of the roughs shall be included in the fairway applications with the same blend of fertilizer.

vi. Overseeding Guidelines:

- a. Each June, Lake Ashton II Community Development District shall determine with the advice of the Vendor, what type of overseeding (liquid or actual seed) shall be done the following fall, for the Greens, Tee Boxes, Practice Greens and Driving Range. The bid shall breakdown the costs for liquid vs. actual overseeding and adjustments that shall be made to the annual cost, if any.

vii. Bunker Maintenance Guidelines:

- a. Vendor shall rake the sand bunkers in their entirety 3 times per week.
- b. Vendor shall perform fly mowing one (1) time per week in active growing seasons, and as needed in the dormant season. The normal cutting height shall be between 1" and 1 3/4".
- c. Vendor shall perform edging once each month, or more often as necessary. Vendor shall take care to maintain the design outline of the bunkers to ensure the integrity of the bunker shape.
- d. Vendor and District shall determine when sand shall be replenished or replaced. The cost of all sand replacement shall be at the District's expense. The superintendent will notify the client and the golf professional

viii. Equipment Repair Maintenance Guidelines:

The Vendor will follow all manufacturers' guidelines in the maintenance and repair of District owned or District leased golf course maintenance equipment. Furthermore, through mutual agreement, it is possible at a future date the District will direct the Vendor to provide (through a sub-contracted golf course maintenance equipment lease) all necessary golf course maintenance equipment. All of the Vendor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

ix. Irrigation Guidelines:

- a. The irrigation systems will be repaired and maintained on a regular basis by qualified Vendor staff.
- b. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
- c. In order to protect the interest of both parties, Vendor will place a "Not to Exceed" of \$15,000 annually on the irrigation repairs. Vendor will track these expenses and report the account totals on a monthly basis to the District. The cost of these repairs will be in material costs only.

x. Integrated Pest Management Guidelines:

- a. The goal is to have the LAGC as weed and insect free as possible and to prevent any damaging outbreaks of pests. Vendor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
- b. Vendor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the course including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected regularly for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Chipco Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth.
- c. Fire ant mounds throughout the golf course will be controlled on an as-needed basis.

xi. Other Maintenance/Service:

Vendor will be responsible for properly moving the cups and tee markers and repairing ball marks. In addition, all trash will be removed, divot buckets will be filled, and the ball washers checked for clean towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.

xii. Trash and Debris Removal:

During the course of the day, any trash or non-organic debris on the golf course will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of Vendor.

xiii. Organic Materials and Tree Debris Removal:

During the course of the day, any tree debris or organic materials on the golf course will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of the Vendor.

xiv. Deep Rough/Natural Areas Maintenance:

- a. Vendor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2 inches in caliper is not the responsibility of Vendor.
- b. Vendor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf course.

xv. Cart Path Maintenance:

All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season.

xvi. Lakes, Ponds and Streams Maintenance:

All aquatic weed control is the responsibility of the District. Vendor personnel will remove litter and trash from the water bodies on a regular basis.

xvii. Landscape Beds Maintenance:

Vendor will install (2 plantings per year) and maintain flowering plants (about 750 annuals) in select landscape beds throughout the golf course. This will include weed control, watering, fertilization, and pest control. Vendor will work with the District in determining planting designs.

xviii. Buildings:

Vendor will maintain the landscape surrounding the maintenance buildings, halfway houses, restroom, and club house buildings on the golf course in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration would be brought to the attention of the District contract manager immediately. All such repairs, replacements, rebuilding, and restoration will be the responsibility of the District.

B. Building Maintenance Standards – Pro Shop, Golf Course Restrooms, Golf Cart Storage Building, Golf Course Maintenance Building

i. Daily Custodial Duties and Requirements

- a. Empty waste receptacles and replace plastic liners as needed. Transport all trash and recycling to dumpster.
- b. Clean and sanitize the interior and exterior surface of all trash containers.
- c. Vacuum all areas of building's interior carpet. Vacuum any floor mats and entry mats located at entry/exit doors. Spot clean any areas as needed.
- d. Dust mop all non-carpeted floors then damp mop afterwards.
- e. Clean and sanitize drinking fountains and remove encrustations, watermarks, etc. Polish as needed, using approved metal polish.
- f. Remove cobwebs on walls, ceiling corners, or any other places.
- g. Dust around cleared areas of furniture tops, desktops, vacant shelves, windowsills, ledges, chairs, benches, etc.
- h. Vacuum all fabric upholstery on chairs. Spot clean as necessary.
- i. Vacuum behind equipment using a vacuum wand. This will avoid damage to equipment and/or equipment cords.
- j. Empty freestanding ashtray receptacles of cigarette butts and trash (located at designated smoking areas outside).
- k. Pick up litter, trash and debris at entryways, parking lots and grounds as needed, this is to include areas around the trash dumpsters.
- l. At entranceways, remove lint, cobwebs, debris, and mud from walkways, steps, floors, canopies, and ceiling corners. If necessary, remove bird droppings.

- m. Clean entry door surfaces, door glass, and adjacent glass and frames. Clean entry door handles, push plates, and kick plates.
- n. Clean top surface of exterior patio tables and chairs.
- o. Spot clean carpets and hard floors as needed.
- p. Buff floors that are coated with floor finish restoring luster and dust mop afterwards.
- q. In employee break room, clean sinks and counter tops using a sanitizing agent.
- r. In golf course restrooms and employee break rooms, re-supply towels, soap, toilet paper and other items as required.
- s. In golf course restrooms, clean mirrors, countertops, sinks, and fixtures using germicidal solution.
- t. In golf course restrooms, clean toilet seats, inside bowl, bowl rims of toilet, base (including hold down bolts), as well as unclog toilets as necessary. Clean urinals in like manner. Use of sanitary disposable non-sterile rubber gloves is required. Gloves are to be changed with each restroom cleaning. No acid-based toilet bowl cleaner or any other corrosive cleaner on any metal surfaces.
- u. In golf restrooms, spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum, or any other foreign material. Clean stall partitions in like manner.
- v. Mop bathrooms with germicidal solution.
- w. Spot clean baseboards to remove build-up of dirt and foreign matter.
- x. Clean and polish all stainless steel and chrome.
- y. Clean and organize custodial closet.
- z. Change ceiling tiles as need.
- aa. Monitor (and assist with keeping tidy) the restrooms shared by golf and restaurant customers.
- bb. Report needed building repairs to the General Manager.

ii. Weekly

- a. Blinds and other window coverings are to be dusted or vacuumed on both sides.
- b. Clean all washable nonfabric seating.
- c. Clean interior and glass surface.
- d. Spot clean walls and cubicle partitions.
- e. Heavy sweep all loose soil, rocks, debris, etc. from patio areas and walkways around the pro shop.
- f. Pour one-gallon germicidal or detergent solution into any floor drains. Clean grate to remove mildew or other stains.

iii. Monthly

- a. Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, plants etc.
- b. Vacuum and clean HVAC supply, return vents, and surrounding ceiling.
- c. Machine scrub and apply 4-coats of floor finish to all VCT floors.
- d. Remove any floor finish, dirt or other foreign matter from all base boards.

iv. Quarterly

- a. Clean ceiling and light diffusers/covers (only if diffusers and covers are removable without tools).
- b. Dust/wipe bulbs.

v. Semiannual

- a. Strip, seal, and refinish all VCT floors (six-coats of finish).
- b. Extract/shampoo all carpeted areas.

vi. Additional Duties as Needed (but not limited to)

- a. Paint facilities' interior.
- b. Repair sheetrock.
- c. Replace base covers.
- d. Strip and wax hard surface floors.
- e. Change out lightbulbs.
- f. Minor plumbing repairs.

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Michael C. Eckert, Esq.
Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (the "Memorandum") is made effective as of the 17th day of December, 2019, between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "Landlord") and **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "Tenant").

A. By virtue of that certain Lease Agreement effective as of December 17, 2019 (the "Lease"), Landlord has leased to Tenant that certain real property in Polk County, Florida, as more particularly described in **Exhibit "A"** attached hereto (the "Premises").

B. Landlord and Tenant desire to place of record a memorandum of the Lease to place third-parties on notice of the existence of same.

NOW THEREFORE, in consideration of the Recitals and mutual covenants hereinafter contained, the Landlord and Tenant agree as follows:

1. Demise. The Premises have been and are hereby demised, let and sublet by Landlord and Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and subject to the terms, covenants, and conditions set forth in the Lease. The provisions of the Lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

2. Term. The Term of the Lease commenced on December 17, 2019, and shall continue in effect until the last day of the month during which the tenth (10th) anniversary occurs thereafter as may be renewed for two (2) addition ten (10) year terms in accordance with the Lease, unless sooner terminated in accordance with the terms of the Lease.

3. Section 713.10, Florida Statutes, Lien on Landlord's Interest Prohibited.
NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE

PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

4. The terms of the Lease are incorporated herein by referenced.

[Signature pages to follow]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Memorandum to be duly executed as of the date first above written by their respective duly authorized officers, agents or attorneys in fact as the case may be.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT:

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

Witness Name: _____

By: _____
Doug Robertson, Chairman

Witness Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of April, 2020, by Doug Robertson, as Chair of the Lake Ashton II Community Development District by means of ☐ online notarization, or ☐ physical presence, on behalf of the Lake Ashton II Community Development District, ☐ who is personally known to me or ☐ who has produced _____ as identification.

[SEAL]

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

[Signatures continue on following page]

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LANDLORD:

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

Witness Name: _____

By: _____
Michael Costello, Chairman

Witness Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2020, by Michael Costello, as Chair of the Lake Ashton Community Development District by means of ☐ online notarization, or ☐ physical presence, on behalf of the Lake Ashton Community Development District, ☐ who is personally known to me or ☐ who has produced _____ as identification.

[SEAL]

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT A

Legal Description of the Premises

PARCEL I: (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

LAKE ASHTON GOLF COURSE East:

Phase I Tracts GC-1, GC-2, GC-3, GC-4, GC-6, GC-7, GC-8, GC-9, GC-10 and GC-11, LAKE ASHTON GOLF CLUB PHASE I, according to the map or plat thereof as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida;

(Parcel ID # 27-29-18-865152-002760)

(Parcel ID # 27-29-18-865152-002770)

LESS AND EXCEPT that portion of Tract GC-10 as described in that certain Special Warranty Deed recorded in Official Records Book 7751, Page 549, Public Records of Polk County, Florida, being more particularly described as follows:

A portion of Tract CDD-11 and all rights of way, FIRST REPLAT OF THE PALMS OF ASHTON, A CONDOMINIUM, as shown in Condominium Book 15, Page 38, Public Records of Polk County, Florida, said portion of Tract CDD-11 being a replat of a portion of Tract GC-10, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida.

ALSO LESS AND EXCEPT that portion of Tracts GC-1 and GC-10 as described in that certain Quit Claim Deed recorded in Official Records Book 6374, Page 999, Public Records of Polk County, Florida, being more particularly described as follows:

A parcel of land being a portion of Tract B, Tract GC-1 and Tract GC-10, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Pages 19 through 27, Public Records of Polk County, Florida, being described as follows:

Commence at the Northwest corner of said Tract B, said point being the common corner with the Southwest corner of Lot 162 of said LAKE ASHTON GOLF CLUB PHASE I; thence South 55° 00' 42" East, along the Northerly line of said Tract B, 106.00 feet; thence North 34° 59' 18" East, along the Westerly line of said Tract B, 77.63 feet; thence South 62° 49' 07" East, along said Northerly line, 437.53

feet to the Point of Beginning; thence South 27° 48' 30" West, 122.72 feet; thence North 62° 15' 21" West, 409.04 feet to the Point of Curvature of a curve to the left having a radius of 285.00 feet, a central angle of 10° 59' 44", a chord bearing of North 67° 45' 13" West, and a chord distance of 54.61 feet; thence Northwesterly along the arc of said curve 54.69 feet to the Point of Tangency; thence North 73° 15' 05" West, 102.77 feet to a point on a curve to the left having a radius of 26.73 feet, a central angle of 37° 52' 41", a chord bearing of South 84° 28' 57" West, and a chord distance of 17.35 feet; thence Westerly along the arc of said curve 17.67 feet to a point on the Easterly right-of-way line of Ashton Club Drive, as shown on said LAKE ASHTON GOLF CLUB PHASE I said point being on a non-tangent curve to the right having a radius of 165.00 feet, a central angle of 01° 38' 40", a chord bearing of South 60° 26' 57" West, and a chord distance of 4.74 feet; thence Southwesterly along said Easterly right-of-way line and the arc of said curve 4.74 feet; thence South 73° 15' 05" East, 107.66 feet; thence South 27° 21' 43" West, 485.99 feet; thence South 53° 29' 08" East, 142.31 feet; thence South 60° 50' 24" East, 320.00 feet; thence North 29° 09' 36" East, 12.60 feet; thence South 60° 50' 24" East, 160.00 feet; thence South 29° 09' 36" West, 10.28 feet; thence South 60° 50' 24" East, 160.00 feet; thence South 87° 20' 53" East, 145.58 feet; thence North 82° 44' 21" East, 80.22 feet; thence North 80° 05' 54" East, 118.63 feet; thence North 63° 10' 38" East, 107.26 feet; thence North 13° 32' 07" East, 105.00 feet to said Easterly line of Tract B, thence North 01° 53' 54" West, along said Easterly line, 27.35 feet; thence North 00° 19' 47" East, along said Easterly line, 107.94 feet; thence North 07° 13' 36" East, along said Easterly line, 142.65 feet; thence North 01° 34' 47" East, along said Easterly line and it's Northerly extension, 76.35 feet; thence North 62° 38' 17" West, 69.92 feet; thence South 27° 48' 30" West, 5.00 feet; thence North 62° 38' 17" West, 252.11 feet; thence North 62° 15' 21" West, 166.89 feet; thence South 27° 48' 30" West, 22.28 feet to the Point of Beginning.

ALSO LESS AND EXCEPT that portion of Tract GC-9 as described in that certain Quit Claim Deed recorded in Official Records Book 7351, Page 582, Public Records of Polk County, Florida, being more particularly described as follows:

ROADWAY

A parcel of land being a portion of Tract A, GC-9 and Tract WA-2, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Pages 19 through 27, Public Records of Polk County, Florida, being described as follows:

Commence at the Northwest corner of said Tract A; thence South $89^{\circ} 40' 08''$ East, along the North line of said Tract A, 15.35 feet to the Point of Beginning; thence continue South $89^{\circ} 40' 08''$ East, 40.38 feet; thence North $19^{\circ} 26' 02''$ West, 35.78 feet; thence North $70^{\circ} 33' 58''$ East, 30.00 feet; thence South $19^{\circ} 26' 02''$ East, 46.56 feet to a point on said Tract A; thence continue South $19^{\circ} 26' 02''$ East, 109.59 feet to the Point of Curvature of a curve to the right having a radius of 215.00 feet, a central angle of $19^{\circ} 45' 53''$, a chord bearing of South $09^{\circ} 33' 05''$ East, and a chord distance of 73.80 feet; thence along the arc of said curve 74.17 feet to the Point of Tangency; thence South $00^{\circ} 19' 52''$ West, 577.21 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of $38^{\circ} 33' 08''$, a chord bearing of South $18^{\circ} 56' 42''$ East, and a chord distance of 19.81 feet; thence along the arc of said curve 20.19 feet to the Point of Tangency; thence South $38^{\circ} 13' 16''$ East, 32.95 feet to the boundary of said Tract GC-9; thence South $38^{\circ} 05' 42''$ West, along said boundary, 30.88 feet; thence North $38^{\circ} 13' 16''$ West, 29.60 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet, a central angle of $51^{\circ} 26' 52''$, a chord bearing of North $63^{\circ} 56' 42''$ West, and a chord distance of 43.40 feet; thence along the arc of said curve 44.90 feet to the Point of Tangency, a point on the South line of said Tract A; thence North $89^{\circ} 40' 08''$ West, along said South line of Tract A, 105.35 feet, to a point on the West line of said Tract A; thence North $06^{\circ} 50' 04''$ West, along said West line of Tract A, 30.24 feet; thence South $89^{\circ} 40' 08''$ East, 98.50 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of $90^{\circ} 00' 00''$, a chord bearing of North $45^{\circ} 19' 52''$ East, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North $00^{\circ} 19' 52''$ East, 208.04 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of $90^{\circ} 00' 00''$, a chord bearing of North $44^{\circ} 40' 08''$ West, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North $89^{\circ} 40' 08''$ West, 96.61 feet; to the Point of Curvature of a curve to the right having a radius of 215.00 feet, a central angle of $21^{\circ} 20' 12''$, a chord bearing of North $79^{\circ} 00' 02''$ West, and a chord distance of 79.60 feet; thence along the arc of said curve 80.07 feet to a point on the East line of Lake Ashton Golf Club Phase IV, as recorded in Plat Book 135, Pages 35-36, Public Records of Polk County, Florida; thence North $07^{\circ} 13' 36''$ East, along said East line, 31.15 feet to a point on a non-tangent curve to the left having a radius of 185.00 feet, a central angle of $23^{\circ} 44' 35''$, a chord bearing of South $77^{\circ} 47' 51''$ East, and a chord distance of 76.12 feet; thence along the arc of said curve 76.66 feet to

the Point of Tangency; thence South 89° 40' 08" East, 96.61 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of 90° 00' 00", a chord bearing of North 45° 19' 52" East, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North 00° 19' 52" East, 246.07 feet to the Point of Curvature of a curve to the left having a radius of 185.00 feet, a central angle of 19° 45' 53", a chord bearing of North 09° 33' 05" West, and a chord distance of 63.50 feet; thence along the arc of said curve 63.82 feet to the Point of Tangency; thence North 19° 26' 02" West, 66.38 feet to the Point of Curvature of a curve to the left having a radius of 20.00 feet, a central angle of 90° 00' 00", a chord bearing of North 64° 26' 02" West, and a chord distance of 28.28 feet; thence along the arc of said curve 31.42 feet to the Point of Tangency; thence South 70° 33' 58" West, 18.00 feet; thence North 19° 26' 02" West, 47.65 feet to the Point of Beginning.

ALSO LESS AND EXCEPT a portion of Tract GC-8, LAKE ASHTON GOLF CLUB, PHASE I, according to the map or plat thereof as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida as described in that certain Special Warranty Deed recorded in Official Records Book 4943, Page 680, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 237 of said LAKE ASHTON GOLF CLUB PHASE I for the Point of Beginning; thence North 00° 48' 47" East, along the East line of said Lot 237 and it's Northerly extension, 120.00 feet; thence South 89° 11' 13" East, 70.00 feet; thence South 00° 48' 47" West, parallel with said East line of Lot 237, a distance of 105.86 feet to the Northerly right-of-way line of Ashton Club Drive; thence South 79° 23' 40" West, along said Northerly right-of-way line, 71.41 feet to the Point of Beginning.

ALSO LESS AND EXCEPT from Tract "GC-3" (SALES CENTER) and Tract "GC-2" (GOLF COURSE) those certain parcels of land conveyed to Ashton Golf-Sales Center, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded January 3, 2018, in Official Records Book 10357, Page 259, Public Records of Polk County, Florida, described as follows:

A portion of Polk County Property Appraiser Parcel Identification Number: 27-29-18-865152-002760.

All of TRACT "GC-3" (SALES CENTER) as depicted in the Plat recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida.

ALSO LESS AND EXCEPT a parcel of land being a portion of TRACT "GC-2" (GOLF COURSE), Plat Book 117, Pages 19-27, Public Records of Polk County, Florida, described as follows:

Commence at the Northeast corner of TRACT "GC-3" (SALES CENTER) as recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida; thence North 89° 59' 59" West, along the North line of said TRACT "GC-3" (SALES CENTER), 219.97 feet, to the POINT OF BEGINNING; thence continue along said North line, 82.56 feet, to the West line of said TRACT "GC-3" (SALES CENTER); thence South 00° 00' 02" West, along said West line, 155.67 feet, to the Northerly right-of-way of Ashton Club Drive, as recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida; thence North 89° 59' 59" West, along said Northerly right-of-way, 59.28 feet; thence North 00° 00' 28" East, 182.82 feet; thence North 89° 59' 45" East, 111.72 feet; thence North 45° 00' 01" East, 30.51 feet to a witness corner; thence continue North 45° 00' 01" East, 32.14 feet; thence South 44° 59' 59" East, 29.83 feet; thence South 45° 00' 01" West, 30.66 feet to a witness corner; thence continue South 45° 00' 01" West, 19.34 feet; thence South 00° 12' 35" West, 15.01 feet, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT a parcel of land being a portion of Tract "GC-9", LAKE ASHTON GOLF CLUB PHASE 1, as recorded in Plat Book 117, Pages 19 through 27, public records of Polk County, Florida as described in that certain Quitclaim Deed recorded in Official Records Book 5185, Page 1432, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the SW corner of Tract "A" of said LAKE ASHTON GOLF CLUB PHASE 1 for the Point of Beginning; thence South 89°36'36" East, along the south line of said Tract "A", 164.47 feet to the east line of said Tract "A"; thence North 00°23'24" East, along said east line, 57.72 feet; thence South 27°17'10" East, 65.18 feet to the southerly line of said Tract "GC-9"; thence along the southerly line of said Tract "GC-9" for the following five (5) courses: (1) thence South 38°05'42" West, 84.61 feet; (2) thence South 17°49'01" West, 144.49 feet; (3) thence South 55°31'30" West, 65.24 feet; (4) thence North 11°08'27" West, 204.85 feet (5) thence North 06°50'04" West, 41.70 feet to the Point of Beginning.

Phase II (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

Lots 540, 541, 542, Tracts GC-12, GC-13 and GC-14, LAKE ASHTON GOLF CLUB PHASE II, according to the map or plat thereof as recorded in Plat Book 119, Page 17, Public Records of Polk County, Florida; **LESS AND EXCEPT** that portion of GC-12, LAKE ASHTON GOLF CLUB PHASE II, according to the map or plat thereof as recorded in Plat Book 119, Page 17, Public Records of Polk County, Florida, that was replatted to LAKE ASHTON GOLF CLUB PHASE III-B, according to the map or plat thereof as recorded in Plat Book 129, Page 47, Public Records of Polk County, Florida.

(Parcel ID # 27-29-19-865200-005421)

(Parcel ID # 27-29-19-865200-005870)

(Parcel ID # 27-29-19-865200-005880)

(Parcel ID # 27-29-19-865200-005890)

LESS AND EXCEPT those certain parcels of land conveyed to Ashton Golf-Eagle's Nest, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded December 29, 2017, in Official Records Book 10355, Page 401, Public Records of Polk County, Florida, described as follows:

A portion of Polk County Property Appraiser Parcel Identification Numbers: 27-29-19-865200-005400; 27-29-19-865200-005410; 27-29-19-865200-005870; and 27-29-19-865200-005420.

Lots 540 and 541, as recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida

AND LESS AND EXCEPT

PARCEL 2:

A parcel of land being a portion of TRACT "GC-12" (GOLF COURSE), recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the Southwest corner of said TRACT "GC-12"; thence North 00° 51' 50" West, along the West line of said TRACT "GC-12", 32.47 feet to the POINT OF BEGINNING"; thence continue along said West line, 150.50 feet; thence South 89° 57' 43" East, 7.42 feet; thence South 09° 54' 54" East, 48.17 feet; thence South 07° 26' 07" West, 103.91 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT

PARCEL 4:

A parcel of land being a portion of LOT 542, recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the Northwest corner of said LOT 542; thence South 00° 51' 50" East, along the Westerly line of said LOT 542, 27.37 feet to the POINT OF BEGINNING; thence South 73° 10' 06" East, 81.19 feet; thence South 76° 12' 18" East, 54.76 feet to the Westerly right-of-way of Dunmore Drive, also being a point on a non-tangent curve to the right, having a radius of 90.00 feet, a central angle of 4° 47' 20", a chord bearing of South 01° 31' 50" West, and a chord length of 7.52 feet; thence along the arc of said curve and said Westerly right-of-way, 7.52 feet; thence South 00° 51' 50" East, 2.58 feet to the South line of said LOT 542; thence South 89° 08' 10" West, along said South line, 130.00 feet to the West line of said LOT 542; thence North 00° 51' 50" West, along said West line, 48.63 feet to the POINT OF BEGINNING.

Phase IV-A (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

Tract GC-11, LAKE ASHTON GOLF CLUB PHASE IV-A, according to the map or plat thereof as recorded in Plat Book 146, Page 47, Public Records of Polk County, Florida.

(Parcel ID # 27-29-18-865157-009630)

This instrument prepared by:

Michael C. Eckert, Esq.
Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
850-222-7500

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Agreement**") is entered into this ____ day of April, 2020 and intended to be effective as of December 17, 2019, by Lake Ashton Community Development District, a local unit of special-purpose government established under Florida law ("**LA1**") and Lake Ashton II Community Development District, a local unit of special-purpose government established under Florida law ("**LA2**"). Each of LA1 and LA2 is sometimes referred to in this Agreement as a "**Party**", and LA1 and LA2, collectively, are sometimes referred to in this Agreement as the "**Parties**".

RECITALS

A. LA1 is the owner of that certain real property described on Exhibit A attached hereto (the "**LA1 Land**").

B. LA2 is the owner of that certain real property described on Exhibit B attached hereto (the "**LA2 Land**").

C. A portion of the LA1 Land (the "**Leased Property**") is leased to LA2 under the terms of that Lease Agreement between LA1 and LA2 dated December 2019 with execution dates December 17, 2019 and January 15, 2020 as evidenced by that Memorandum of Lease dated _____, designated by the Polk County Clerk of Courts as Instrument # _____ and recorded at OR Book _____, Page _____ ("**Lease**").

D. The LA1 Land and the LA2 Land are sometimes referred to collectively in this Agreement as the "**Parcels**" and each individually is sometimes referred to in this Agreement as a "**Parcel**".

E. The Parcels contain golf cart pathways, walking paths and ancillary bridges which are components of the Lake Ashton Golf Club (as they are currently laid out and in use "**Pathways and Bridges**").

F. The Parties previously entered into an Interlocal Agreement of Lake Ashton Community Development District and Lake Ashton II Community Development District Regarding the Acquisition, Operation and Maintenance of the Golf Club, dated November 20, 2019, designated by the Polk County Clerk of Courts as Instrument #2019260892 and recorded at OR Book 11068, Page 1647-1784 ("**Interlocal Agreement**").

G. The Interlocal Agreement provides that each of the Parties shall execute and record non-exclusive, perpetual easements in favor of the other Party, the other Party's landowners and residents, and users of the Lake Ashton Golf Club over the Pathways and Bridges acquired and now owned by the Parties, respectively with the intent to provide perpetual open access to the Pathways and Bridges for the Lake Ashton Community residents and other permitted users as contemplated under in the Interlocal Agreement, subject to the terms and conditions contained in this Agreement.

H. The Parties desire to establish certain reciprocal easement rights over the Pathways and Bridges on the Parcels, and to provide for certain related rights and obligations, as provided herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and declare as follows:

1. Grant of Easements.

1.1 Grant by LA1. LA1 hereby grants to LA2, LA2's landowners and residents, and authorized users of the Lake Ashton Golf Club as an appurtenance to the LA2 Land and every part thereof, a nonexclusive, perpetual easement over, upon and across the Pathways and Bridges on the LA1 Land, for purposes of golf cart and pedestrian access, ingress and egress, and for all other purposes contemplated under this Agreement, the Lease and the Interlocal Agreement. The easements granted pursuant to this Section 1.1 may be used by LA2, its landowners and residents, and authorized users of the Lake Ashton Golf Club, and its respective successors and assigns in the ownership of the LA2 Land and its respective agents, contractors, employees, tenants, guests and invitees (the respective successors, assigns, agents, contractors, employees, tenants, guests and invitees of the Parties are referred to herein as the "**Permittees**").

1.2 Grant by LA2. LA2 hereby grants to LA1, LA1's landowners and residents, and authorized users of the Lake Ashton Golf Club, as an appurtenance to the LA1 Land and every part thereof, a nonexclusive, perpetual easement across the Pathways and Bridges on the LA2 Land, for purposes of golf cart and pedestrian access, ingress and egress, and for all other purposes contemplated under this Agreement and the Interlocal Agreement. The easements granted pursuant to this Section 1.2 may be used by LA1, its landowners and residents, and authorized users of the Lake Ashton Golf Club and its respective successors and assigns in the ownership of the LA1 Land and its respective Permittees.

1.3 Lake Ashton Golf Club Rules and Regulations. The Parties recognize that the Pathways and Bridges are used to facilitate and support golfing at the Lake Ashton Golf Club. Each Party recognizes that use of the Pathways and Bridges by non-golfers during hours when golf is being played creates potential safety hazards. Therefore, each Party and its Permittees' use of the Pathways and Bridges is subject to the reasonable, Rules and Regulations of the Lake Ashton Golf Club adopted by LA2 pertaining to the use of the Pathways and Bridges during golfing hours as contemplated in the Interlocal Agreement. The Rules and Regulations shall not be modified or amended in such a manner that would violate the Interlocal Agreement.

1.4 Non-Exclusive. The easement rights granted in or provided for in this Agreement are nonexclusive. **This Agreement does not impose any restriction on the Parcels other than with respect to the Pathways and Bridges.** Each Party expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements any and all portions of the area upon, above, or under its respective Parcels, including the Pathways and Bridges thereon, for any purpose whatsoever not inconsistent with the rights herein granted, including for the installation and maintenance of utilities. The reservation includes, but is not limited to, the right of ingress and egress over and across a Party's Parcel onto any adjacent or contiguous property owned by such Party. Provided however, no such grant of additional easements or the use of such easements shall be inconsistent with 1) the Interlocal Agreement, 2) the Lease or 3) the reasonable Rules and Regulations of the Lake Ashton Golf Club adopted by LA2 pertaining to the use of the Pathways and Bridges during golfing hours. Not to limit the generality of the foregoing, each Party, for itself and its successors and assigns, also reserves the right, but not the obligation, to do all or any of the following without any the other Party's consent:

(a) To temporarily interrupt the use of the Pathways and Bridges located on its Parcel in order to repair, maintain, repave, or construct on the Pathways and Bridges or its Parcel;

(b) Upon twenty-one (21) days' notice to the other Party, to realign, relocate, alter or modify, or cause the other Party to relocate, alter or modify, all or any portion of the Pathways and Bridges to another reasonable location, from time to time, at the sole cost and expense of the Party requesting relocation; provided, however, that upon completion of such relocation, realignment, alteration or modification, the Pathways and Bridges continue to serve the function contemplated hereunder, in the Lease and in the Interlocal Agreement.

1.5 Conditions of Use. As an expressed condition of use of the easement hereunder, the Parties shall not, and shall not expressly permit any persons claiming by or through such Party to use the easement hereunder in such a manner that: (i) interferes with or prevent the normal use and maintenance of the Parcels; (ii) interfere with any existing government permit, recorded easement, recorded reservation or right-of-way upon, above, over, through, under or across the Parcels; (iii) violates any present and future municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, permits, requirements, standards, applications and directives by such entities, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, or administrative bodies (collectively, the "**Laws**"); (iv) allows or permits hazardous waste, toxic substances or related materials as defined by any Laws to be used, placed, or disposed of upon, above or under, or transported to or from the other Party's Parcel other than in accordance with applicable Laws; or (v) not permit any lien to be filed against the other Party's Parcel for labor or materials in connection with work performed (or claimed to have been performed) on the Pathways and Bridges or any other portion of the other Party's Parcel, conducted at the direction or sufferance of such Party, its contractors, subcontractors, agents or its assigns.

1.6 Maintenance. Each Party shall maintain the Pathways and Bridges located on its respective Parcel in a commercially reasonable manner and in accordance with the Interlocal Agreement and applicable Laws.

1.7 Survey. Either Party may, at any time, and at its sole cost and expense have the Pathways and Bridges as they exist on the effective date of this Agreement on its Parcel located by a Florida Licensed Surveyor (the "**Survey**"). Upon completion of the Survey, the surveying-Party may unilaterally record an amendment to this Agreement establishing the location of the Pathways and Bridges on its parcel for the purposes of the easement granted hereunder. The other party shall join such amendment or cooperate with such efforts provided all other terms of this Agreement and the terms of the Lease and the Interlocal Agreement are being complied with by the surveying Party, and provided same shall be at no cost to the non-surveying party. Both parties acknowledge portions of the Pathways are currently located on lands not owned by either Party.

1.8 Insurance. Subject to the terms of the Lease and the Interlocal Agreement, each party shall carry such insurance as is reasonable and customary for the use of its respective Parcel.

1.9 No Warranty; Entire Agreement. Each Party accepts the Pathways and Bridges in "as is" and "where is" condition. The Parties makes no representations, statements, warranties or agreements to the other Party in connection with the Pathways and Bridges or their respective Parcel. Notwithstanding anything to the contrary set forth in this Agreement, use of the Pathways and Bridges is at the user's sole and own risk. At the conclusion of the Lease, neither Party shall have any liability or obligation for or with respect to any loss or damage, arising out of or related to such use, unless such loss or damage is caused by a Party's default under the Interlocal Agreement, the Lease, applicable Law, negligence or willful misconduct.

2. General.

2.1 Taxes. Except as provided in the Lease, each Party shall pay, or cause to be paid, in a timely manner all taxes, assessments and other charges upon the Parcel owned by such Party.

2.2 Running of Benefits and Burdens. Notwithstanding the use of the terms "LA1" and "LA2," herein, all provisions of this Agreement shall run with the land as to the Parcels and shall be binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the Parties. Each Party hereto shall remain liable for any default hereof occurring prior to such Party's conveyance of its fee title in and to its Parcel and such Party's successor shall be deemed to have assumed all of the duties and obligations arising under this Agreement relative to such Parcel.

2.3 Notice. All notices, demands, requests or other communications required or permitted by this Agreement shall be in writing and shall be given to the intended recipient Party hereto as follows: (a) personal delivery; or (b) established overnight commercial courier with delivery charges prepaid or duly charged; or (c) registered or certified mail, return receipt requested, first class postage prepaid. All notices shall be addressed to a Party's respective addresses set forth below, or to such other address or addressee as any Party entitled to receive notices under this Agreement shall designate, or, if none, to their physical mailing address on file with the Polk County Property Appraiser's Office, from time to time, by notice given to the others in the manner provided in this Section.

If to LA1:

Lake Ashton Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager
Telephone: (954) 721-8681
Email: jburns@gmscfl.com

And

Lake Ashton Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager
Telephone: (407) 841-5524
Email: jburns@gmscfl.com

With a copy to:

Latham, Luna, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Telephone: (407) 481-5800
Email: jcarpenter@lathamluna.com

If to LA2:

Lake Ashton II Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager
Telephone: (954) 721-8681
Email: jburns@gmscfl.com

And

Lake Ashton Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager
Telephone: (407) 841-5524
Email: jburns@gmscfl.com

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street
Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert
Tel: 850-222-7500
Email: michaele@hgslaw.com

Telephone numbers and email addresses are given for informational purposes only; notices given by telephone or email are not effective under this Agreement. Notices given by personal delivery shall be presumed to have been received upon delivery at the addresses set forth above. Notices given by overnight courier shall be presumed to have been received the next business day after delivery to such overnight courier. Notices given by mail shall be presumed to have been received on the third business day after deposit with the United States Postal Service. All copies to the applicable persons or entity(ies) designated above to receive copies shall be given in the same manner as the original notice. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party hereto may be given by legal counsel for such Party.

2.4 Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

2.5 Waiver. The waiver by any Party of any right granted under this Agreement shall not be deemed a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

2.6 Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between and reflects the reasonable expectations of the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, pertaining to the perpetual, reciprocal easements set forth herein are hereby superseded and merged herein. Provided however, nothing contained herein shall alter or affect the Interlocal Agreement or the Lease.

2.7 Amendment. This Agreement may not be altered or amended except pursuant to an instrument in writing signed by the then owners of the Parcels and recorded in the Official Records of Polk County, Florida.

2.8 Third Party Beneficiaries. No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person or entity not provided for herein. No other such person or entity shall have any right or cause of action hereunder.

2.9 Attorneys' Fees and Costs. In the event suit is brought for the enforcement of, or the declaration of rights pursuant to, this Agreement or as the result of any alleged breach of any restriction, covenant or other provision of this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and costs (including fees of in-house counsel), from the non-prevailing Party, and any judgment or decree rendered in such proceedings shall include an award thereof. The amount of attorneys' fees and costs shall be set by the court and not a jury.

2.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws rules.

2.11 Due Authority. Each Party acknowledges and warrants that it is fully authorized and empowered to execute this Agreement by and through the individuals executing below.

2.12 Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of either Party's sovereign immunity or limitations on liability granted pursuant to 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 could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

2.13 Public Records. The Parties to this Agreement are subject to Florida Public Records law under Chapter 199, F.S. Any books, documents, records, correspondence or other information kept or obtained by or furnished by or to a Party in connection with the services contemplated herein, and any related records, shall be public records under Chapter 119, *Florida Statutes*. Each Party agrees to promptly comply with any "public records". Each Party agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*.

2.14 Default; Self Help. If a Party should fail to observe any of the terms or conditions of this Agreement, or should fail to perform any of its covenants or obligations under this Agreement, the other Party (the "**Non-Defaulting Party**") may deliver a written notice to the Defaulting Party describing the failure and the actions necessary to remedy the same (the "**Default Notice**"). If the Defaulting Party has not remedied the failure described in the Default Notice within thirty (30) days, the Defaulting Party shall be in default of this Agreement; provided, however, that should the Defaulting Party commence curative action within the applicable period and is diligent in prosecuting the same to completion, the curative period shall extend for a reasonable amount of time (not to exceed thirty (30) additional days). With respect to maintenance defaults, in addition to all other remedies available at law or equity, after providing notice and upon the expiration of the curative period, the Non-Defaulting Party shall have the right (but not the obligation) to undertake such reasonable action to remedy the default and shall be reimbursed by the Non-Defaulting Party for the reasonable costs for such remedy.

The Parties have executed this Agreement as of the day and year first above written.

[Signatures appear on following page(s)]

Signature page to Reciprocal Easement Agreement:

LAKE ASHTON COMMUNITY DEVELOPMENT
DISTRICT

Witness Signature

By: _____

Print Witness Name

Name: Michael Costello

Its: Chairman

Witness Signature

Address: _____

Print Witness Name

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of April, 2020, by Michael Costello, as Chair of the Lake Ashton Community Development District by means of ☐ online notarization, or ☐ physical presence, on behalf of the Lake Ashton Community Development District, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(SEAL)

(Sign Name)

(Print Name)

Notary Public, State of Florida

Commission Number: _____

My Commission Expires: _____

Signature page to Reciprocal Easement Agreement:

LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT

Witness Signature

Print Witness Name

By: _____

Name: Doug Robertson

Its: Chairman

Witness Signature

Print Witness Name

Address: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of April, 2020, by Doug Robertson, as Chair of the Lake Ashton II Community Development District on behalf of the Lake Ashton II Community Development District, by means of ☐ online notarization, or ☐ physical presence, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(SEAL)

(Sign Name)

(Print Name)

Notary Public, State of Florida

Commission Number: _____

My Commission Expires: _____

EXHIBIT A

LA1 Land

PARCEL I: (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

LAKE ASHTON GOLF COURSE East:

Phase I Tracts GC-1, GC-2, GC-3, GC-4, GC-6, GC-7, GC-8, GC-9, GC-10 and GC-11, LAKE ASHTON GOLF CLUB PHASE I, according to the map or plat thereof as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida;

(Parcel ID # 27-29-18-865152-002760)

(Parcel ID # 27-29-18-865152-002770)

LESS AND EXCEPT that portion of Tract GC-10 as described in that certain Special Warranty Deed recorded in Official Records Book 7751, Page 549, Public Records of Polk County, Florida, being more particularly described as follows:

A portion of Tract CDD-11 and all rights of way, FIRST REPLAT OF THE PALMS OF ASHTON, A CONDOMINIUM, as shown in Condominium Book 15, Page 38, Public Records of Polk County, Florida, said portion of Tract CDD-11 being a replat of a portion of Tract GC-10, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida.

ALSO LESS AND EXCEPT that portion of Tracts GC-1 and GC-10 as described in that certain Quit Claim Deed recorded in Official Records Book 6374, Page 999, Public Records of Polk County, Florida, being more particularly described as follows:

A parcel of land being a portion of Tract B, Tract GC-1 and Tract GC-10, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Pages 19 through 27, Public Records of Polk County, Florida, being described as follows:

Commence at the Northwest corner of said Tract B, said point being the common corner with the Southwest corner of Lot 162 of said LAKE ASHTON GOLF CLUB PHASE I; thence South 55° 00' 42" East, along the Northerly line of said Tract B, 106.00 feet; thence North 34° 59' 18" East, along the Westerly line of said Tract B, 77.63 feet; thence South 62° 49' 07" East, along said Northerly line, 437.53 feet to the Point of Beginning; thence South 27° 48' 30" West, 122.72 feet; thence North 62° 15' 21" West, 409.04 feet to the Point of Curvature of a curve to the left having a radius of 285.00 feet, a central angle of 10° 59' 44", a chord bearing of North 67° 45' 13" West, and a chord distance of 54.61 feet; thence Northwesterly along the arc of said curve 54.69 feet to the Point of Tangency; thence North 73° 15' 05" West, 102.77 feet to a point on a curve to the left having a radius of 26.73 feet, a central angle of 37° 52' 41", a chord bearing of South 84° 28' 57" West, and a chord distance of 17.35 feet; thence Westerly along the arc of said curve 17.67 feet to a point on the Easterly right-of-way line of Ashton Club Drive, as shown on said LAKE ASHTON GOLF CLUB PHASE I said point being on a non-tangent curve to the right having a radius of 165.00 feet, a central angle of 01° 38' 40", a chord bearing of South 60° 26' 57" West, and a chord distance of 4.74 feet; thence Southwesterly along said Easterly right-of-way line and the arc of said curve 4.74 feet; thence South 73° 15' 05" East, 107.66 feet; thence South 27° 21' 43" West, 485.99 feet; thence South 53° 29' 08" East, 142.31 feet; thence South 60° 50' 24" East, 320.00 feet; thence North 29° 09' 36" East, 12.60 feet; thence South 60° 50' 24" East, 160.00 feet; thence South 29° 09' 36" West, 10.28 feet; thence South 60° 50' 24" East, 160.00 feet; thence South 87° 20' 53" East, 145.58 feet; thence North 82° 44' 21" East, 80.22 feet; thence North 80° 05' 54" East, 118.63 feet; thence North 63° 10' 38" East, 107.26 feet; thence North 13° 32' 07" East, 105.00 feet to said Easterly line of Tract B, thence North 01° 53' 54" West, along said Easterly line, 27.35 feet; thence North 00° 19' 47" East, along said Easterly line, 107.94 feet; thence North 07° 13' 36" East, along said Easterly line, 142.65 feet; thence North 01° 34' 47" East, along said Easterly line and it's Northerly extension, 76.35 feet; thence North 62° 38' 17" West, 69.92 feet; thence South 27° 48' 30" West, 5.00 feet; thence North 62° 38' 17" West, 252.11 feet; thence North 62° 15' 21" West, 166.89 feet; thence South 27° 48' 30" West, 22.28 feet to the Point of Beginning.

ALSO LESS AND EXCEPT that portion of Tract GC-9 as described in that certain Quit Claim Deed recorded in Official Records Book 7351, Page 582, Public Records of Polk County, Florida, being more particularly described as follows:

ROADWAY

A parcel of land being a portion of Tract A, GC-9 and Tract WA-2, LAKE ASHTON GOLF CLUB PHASE I, as recorded in Plat Book 117, Pages 19 through 27, Public Records of Polk County, Florida, being described as follows:

Commence at the Northwest corner of said Tract A; thence South 89° 40' 08" East, along the North line of said Tract A, 15.35 feet to the Point of Beginning; thence continue South 89° 40' 08" East, 40.38 feet; thence North 19° 26' 02" West, 35.78 feet; thence North 70° 33' 58" East, 30.00 feet; thence South 19° 26' 02" East, 46.56 feet to a point on said Tract A; thence continue South 19° 26' 02" East, 109.59 feet to the Point of Curvature of a curve to the right having a radius of 215.00 feet, a central angle of 19° 45' 53", a chord bearing of South 09° 33' 05" East, and a chord distance of 73.80 feet; thence along the arc of said curve 74.17 feet to the Point of Tangency; thence South 00° 19' 52" West, 577.21 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of 38° 33' 08", a chord bearing of South 18° 56' 42" East, and a chord distance of 19.81 feet; thence along the arc of said curve 20.19 feet to the Point of Tangency; thence South 38° 13' 16" East, 32.95 feet to the boundary of said Tract GC-9; thence South 38° 05' 42" West, along said boundary, 30.88 feet; thence North 38° 13' 16" West, 29.60 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet, a central angle of 51° 26' 52", a chord bearing of North 63° 56' 42" West, and a chord distance of 43.40 feet; thence along the arc of said curve 44.90 feet to the Point of Tangency, a point on the South line of said Tract A; thence North 89° 40' 08" West, along said South line of Tract A, 105.35 feet, to a point on the West line of said Tract A; thence North 06° 50' 04" West, along said West line of Tract A, 30.24 feet; thence South 89° 40' 08" East, 98.50 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of 90° 00' 00", a chord bearing of North 45° 19' 52" East, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North 00° 19' 52" East, 208.04 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of 90° 00' 00", a chord bearing of North 44° 40' 08" West, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North 89° 40' 08" West, 96.61 feet; to the Point of Curvature of a curve to the right having a radius of 215.00 feet, a central angle of 21° 20' 12", a chord bearing of North 79° 00' 02" West, and a chord distance of 79.60 feet; thence along the arc of said curve 80.07 feet to a point on the East line of Lake Ashton Golf Club Phase IV, as recorded in Plat Book 135, Pages 35-36, Public Records of Polk County, Florida; thence North 07° 13' 36" East, along said East line, 31.15 feet to a point on a non-tangent curve to the left having a radius of 185.00 feet, a central angle of 23° 44' 35", a chord bearing of South 77° 47' 51" East, and a chord distance of 76.12 feet; thence along the arc of said curve 76.66 feet to the Point of Tangency; thence South 89° 40' 08" East, 96.61 feet to the Point of Curvature of a curve to the left having a radius of 30.00 feet, a central angle of 90° 00' 00", a chord bearing of North 45° 19' 52" East, and a chord distance of 42.43 feet; thence along the arc of said curve 47.12 feet to the Point of Tangency; thence North 00° 19' 52" East, 246.07 feet to the Point of Curvature of a curve to the left having a radius of 185.00 feet, a central angle of 19° 45' 53", a chord bearing of North 09° 33' 05" West, and a chord distance of 63.50 feet; thence along the arc of said curve 63.82 feet to the Point of Tangency; thence North 19° 26' 02" West, 66.38 feet to the Point of Curvature of a curve to the left having a radius of 20.00 feet, a central angle of 90° 00' 00", a chord bearing of North 64° 26' 02" West, and a chord distance of 28.28 feet; thence along the arc of said curve 31.42 feet to the Point of Tangency; thence South 70° 33' 58" West, 18.00 feet; thence North 19° 26' 02" West, 47.65 feet to the Point of Beginning.

ALSO LESS AND EXCEPT a portion of Tract GC-8, LAKE ASHTON GOLF CLUB, PHASE I, according to the map or plat thereof as recorded in Plat Book 117, Page 19, Public Records of Polk County, Florida as described in that certain Special Warranty Deed recorded in Official Records Book 4943, Page 680, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 237 of said LAKE ASHTON GOLF CLUB PHASE I for the Point of Beginning; thence North 00° 48' 47" East, along the East line of said Lot 237 and its Northerly extension, 120.00 feet; thence South 89° 11' 13" East, 70.00 feet; thence South 00° 48' 47" West, parallel with said East line of Lot 237, a distance of 105.86 feet to the Northerly right-of-way line of Ashton Club Drive; thence South 79° 23' 40" West, along said Northerly right-of-way line, 71.41 feet to the Point of Beginning.

ALSO LESS AND EXCEPT from Tract "GC-3" (SALES CENTER) and Tract "GC-2" (GOLF COURSE) those certain parcels of land conveyed to Ashton Golf-Sales Center, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded January 3, 2018, in Official Records Book 10357, Page 259, Public Records of Polk County, Florida, described as follows:

A portion of Polk County Property Appraiser Parcel Identification Number: 27-29-18-865152-002760.

All of TRACT "GC-3" (SALES CENTER) as depicted in the Plat recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida.

ALSO LESS AND EXCEPT a parcel of land being a portion of TRACT "GC-2" (GOLF COURSE), Plat Book 117, Pages 19-27, Public Records of Polk County, Florida, described as follows:

Commence at the Northeast corner of TRACT "GC-3" (SALES CENTER) as recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida; thence North 89° 59' 59" West, along the North line of said TRACT "GC-3" (SALES CENTER), 219.97 feet, to the POINT OF BEGINNING; thence continue along said North line, 82.56 feet, to the West line of said TRACT "GC-3" (SALES CENTER); thence South 00° 00' 02" West, along said West line, 155.67 feet, to the Northerly right-of-way of Ashton Club Drive, as recorded in Plat Book 117, Pages 19-27, Public Records of Polk County, Florida; thence North 89° 59' 59" West, along said Northerly right-of-way, 59.28 feet; thence North 00° 00' 28" East, 182.82 feet; thence North 89° 59' 45" East, 111.72 feet; thence North 45° 00' 01" East, 30.51 feet to a witness corner; thence continue North 45° 00' 01" East, 32.14 feet; thence South 44° 59' 59" East, 29.83 feet; thence South 45° 00' 01" West, 30.66 feet to a witness corner; thence continue South 45° 00' 01" West, 19.34 feet; thence South 00° 12' 35" West, 15.01 feet, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT a parcel of land being a portion of Tract "GC-9", LAKE ASHTON GOLF CLUB PHASE 1, as recorded in Plat Book 117, Pages 19 through 27, public records of Polk County, Florida as described in that certain Quitclaim Deed recorded in Official Records Book 5185, Page 1432, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the SW corner of Tract "A" of said LAKE ASHTON GOLF CLUB PHASE 1 for the Point of Beginning; thence South 89°36'36" East, along the south line of said Tract "A", 164.47 feet to the east line of said Tract "A"; thence North 00°23'24" East, along said east line, 57.72 feet; thence South 27°17'10" East, 65.18 feet to the southerly line of said Tract "GC-9"; thence along the southerly line of said Tract "GC-9" for the following five (5) courses: (1) thence South 38°05'42" West, 84.61 feet; (2) thence South 17°49'01" West, 144.49 feet; (3) thence South 55°31'30" West, 65.24 feet; (4) thence North 11°08'27" West, 204.85 feet (5) thence North 06°50'04" West, 41.70 feet to the Point of Beginning.

Phase II (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

Lots 540, 541, 542, Tracts GC-12, GC-13 and GC-14, LAKE ASHTON GOLF CLUB PHASE II, according to the map or plat thereof as recorded in Plat Book 119, Page 17, Public Records of Polk County, Florida; **LESS AND EXCEPT** that portion of GC-12, LAKE ASHTON GOLF CLUB PHASE II, according to the map or plat thereof as recorded in Plat Book 119, Page 17, Public Records of Polk County, Florida, that was replatted to LAKE ASHTON GOLF CLUB PHASE III-B, according to the map or plat thereof as recorded in Plat Book 129, Page 47, Public Records of Polk County, Florida.

(Parcel ID # 27-29-19-865200-005421)

(Parcel ID # 27-29-19-865200-005870)

(Parcel ID # 27-29-19-865200-005880)

(Parcel ID # 27-29-19-865200-005890)

LESS AND EXCEPT those certain parcels of land conveyed to Ashton Golf-Eagle's Nest, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded December 29, 2017, in Official Records Book 10355, Page 401, Public Records of Polk County, Florida, described as follows:

A portion of Polk County Property Appraiser Parcel Identification Numbers: 27-29-19-865200-005400; 27-29-19-865200-005410; 27-29-19-865200-005870; and 27-29-19-865200-005420.

Lots 540 and 541, as recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida

AND LESS AND EXCEPT

PARCEL 2:

A parcel of land being a portion of TRACT "GC-12" (GOLF COURSE), recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the Southwest corner of said TRACT "GC-12"; thence North 00° 51' 50" West, along the West line of said TRACT "GC-12", 32.47 feet to the POINT OF BEGINNING; thence continue along said West line, 150.50 feet; thence South 89° 57' 43" East, 7.42 feet; thence South 09° 54' 54" East, 48.17 feet; thence South 07° 26' 07" West, 103.91 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT

PARCEL 4:

A parcel of land being a portion of LOT 542, recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the Northwest corner of said LOT 542; thence South 00° 51' 50" East, along the Westerly line of said LOT 542, 27.37 feet to the POINT OF BEGINNING; thence South 73° 10' 06" East, 81.19 feet; thence South 76° 12' 18" East, 54.76 feet to the Westerly right-of-way of Dunmore Drive, also being a point on a non-tangent curve to the right, having a radius of 90.00 feet, a central angle of 4° 47' 20", a chord bearing of South 01° 31' 50" West, and a chord length of 7.52 feet; thence along the arc of said curve and said Westerly right-of-way, 7.52 feet; thence South 00° 51' 50" East, 2.58 feet to the South line of said LOT 542; thence South 89° 08' 10" West, along said South line, 130.00 feet to the West line of said LOT 542; thence North 00° 51' 50" West, along said West line, 48.63 feet to the POINT OF BEGINNING.

Phase IV-A (Lake Ashton Golf Club, Ltd., a Florida limited partnership)

Tract GC-11, LAKE ASHTON GOLF CLUB PHASE IV-A, according to the map or plat thereof as recorded in Plat Book 146, Page 47, Public Records of Polk County, Florida.

(Parcel ID # 27-29-18-865157-009630)

EXHIBIT B

LA2 Land

Lots 540 and 541, as recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida.

(part of Parcel ID # 27-29-19-8652000-005400)

AND

PARCEL 2:

A parcel of land being a portion of TRACT "GC-12" (GOLF COURSE), recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the southwest corner of said TRACT "GC-12"; thence North 00°51'50" West, along the west line of said TRACT "GC-12", 32.47 feet to the POINT OF BEGINNING; thence continue along said west line, 150.50 feet; thence South 89°57'43" East, 7.42 feet; thence South 09°54'54" East, 48.17 feet; thence South 07°26'07" West, 103.91 feet to the POINT OF BEGINNING.

(Parcel ID # 27-29-19-865200-005940)

AND

PARCEL 4:

A parcel of land being a portion of LOT 542, recorded in LAKE ASHTON GOLF CLUB PHASE II, Plat Book 119, Pages 17 through 25, Public Records of Polk County, Florida, described as follows:

Commence at the northwest corner of said LOT 542; thence South 00°51'50" East, along the westerly line of said LOT 542, 27.37 feet to the POINT OF BEGINNING; thence South 73°10'06" East, 81.19 feet; thence South 76°12'18" East, 54.76 feet to the westerly right-of-way of Dunmore Drive, also being a point on a non-tangent curve to the right, having a radius of 90.00 feet, a central angle of 4°47'20", a chord bearing of South 01°31'50" West, and a chord length of 7.52 feet; thence along the arc of said curve and said westerly right-of-way, 7.52 feet; thence South 00°51'50" East, 2.58 feet to the south line of said LOT 542; thence South 89°08'10" West, along said south line, 130.00 feet to the west line of said LOT 542; thence North 00°51'50" West, along said west line, 48.63 feet to the POINT OF BEGINNING.

(part of Parcel ID # 27-29-19-8652000-005400)

AND

Lot 12, as recorded in LAKE ASHTON WEST PHASE I, Plat Book 138, Pages 11 through 21, Public Records of Polk County, Florida.

(Parcel ID # 26-29-24-690596-000120)

AND

PARCEL 1:

A parcel of land being a portion of TRACT "E", LAKE ASHTON WEST PHASE I, as recorded in Plat Book 138, Pages 11 through 21, Public Records of Polk County, Florida, being described as follows:

Commence at the southeast corner of said TRACT "E" for the POINT OF BEGINNING; thence North 89°57'43" West, along the south line of said TRACT "E", 60.33 feet to a point on the west line of said TRACT "E", said point being on a non-tangent curve to the left, having a radius of 725.00 feet, a central angle of 3°20'23", a chord bearing of North 16°39'53" East, and a chord distance of 42.25 feet; thence along the arc of said curve and said west line, 42.26 feet; thence South 89°57'43" East, 47.60 feet to the east line of said TRACT "E"; thence South 00°51'50" East, along said east line, 40.49 feet to the POINT OF BEGINNING.

(Parcel ID # 26-29-24-690596-003780)

AND

PARCEL 3:

A parcel of land being a portion of TRACT "GC-2" (GOLF COURSE), recorded in LAKE ASHTON WEST PHASE I, Plat Book 138, Pages 11 through 21, Public Records of Polk County, Florida, described as follows:

BEGIN at the northeast corner of said TRACT "GC-2"; thence South $00^{\circ}51'50''$ East, along the east line of said TRACT "GC-2", 161.47 feet; thence North $89^{\circ}59'03''$ West, 40.04 feet to a point on a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of $42^{\circ}58'00''$, a chord bearing of South $68^{\circ}34'55''$ West, and a chord distance of 18.31 feet; thence along the arc of said curve, 18.75 feet; thence North $89^{\circ}57'43''$ West, 105.14 feet to the Point of Curvature of a curve to the left, having a radius of 25.00 feet, a central angle of $63^{\circ}07'14''$, a chord bearing of South $57^{\circ}32'48''$ West, and a chord distance of 26.17 feet; thence along the arc of said curve, 27.54 feet; thence South $20^{\circ}25'23''$ West, 18.31 feet to the easterly right-of-way of Pebble Beach Boulevard, also being a point on a non-tangent curve to the right, having a radius of 735.00 feet, a central angle of $12^{\circ}13'34''$, a chord bearing of North $03^{\circ}46'19''$ West, and a chord distance of 156.54 feet; thence along the arc of said curve and said easterly right-of-way, 156.84 feet to a Point of Compound Curvature of a curve to the right, having a radius of 45.00 feet, a central angle of $87^{\circ}41'50''$, a chord bearing of North $46^{\circ}11'22''$ East, and a chord length of 62.35 feet; thence along the arc of said curve and said easterly right-of-way, 68.88 feet to the south right-of-way of Mulligan Lane; thence South $89^{\circ}57'43''$ East, along said south right-of-way, 153.58 feet to the POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY "A" being described as follows:

A parcel of land being a portion of Tract "GC-2", LAKE ASHTON WEST PHASE I, as recorded in Plat Book 138, Pages 11 through 21, Public Records of Polk County, Florida, being described as follows:

BEGIN at the northeast corner of said Tract "GC-2"; thence South $00^{\circ}51'50''$ East, along the east line of said Tract "GC-2", a distance of 23.84 feet; thence North $73^{\circ}10'06''$ West, 82.48 feet to the north line of said Tract "GC-2"; thence South $89^{\circ}57'43''$ East, along said north line, 78.58 feet to the POINT OF BEGINNING.

(Parcel ID # 26-29-24-690596-003820)

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE POLK COUNTY SUPERVISOR OF ELECTIONS PLACE SPECIAL DISTRICT CANDIDATES ON GENERAL ELECTION BALLOT; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton II Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Polk County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Stanley Williams, Seat 4, currently held by Doug Robertson, and Seat 5, currently held by Carla Wright, are scheduled for the General Election in November 2020. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

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

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

**LAKE ASHTON II COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Lake Ashton II Community Development District ("District") will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Polk County Supervisor of Elections located at 250 S. Broadway Avenue, Bartow, Florida 33830; Ph: (863) 534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Lake Ashton II Community Development District has three (3) seats up for election, specifically seats 2, 4, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2020, and in the manner prescribed by law for general elections.

For additional information, please contact the Polk County Supervisor of Elections.

Publish on or before May 25, 2020.

Lifts LLC Com
Distributor for Legacy Lifts

Estimate

Date	Estimate

P O ox
Port St Joe FL

Client:
Lake shton II CDD
James Matheson
Pebble each lvd
Winter Haven FL

Line Item	Description	Qty	Rate	Total
	Cargo Lift Elite Plus Soft start and stop ph motor NOT FOR HUM N TR NSPORT Includes remote Feet from ground Standard gate position race Horizontal PC Transmitter remote Key Fob GEM Design Shipping Handling Cargo lift Elite Dallas TX to Client Residence Installation stop Cargo Lift Elite Standard Open asket			
Thank you for the opportunity Please call Vic Elevating People and Cargo one lift at a time			Total	

HUM N TR NSPORT IS ONLY PERMISSI LE ON THE PL TFORM LIFT PRODUCTS NO HUM N TR NSPORT IS PERMISSI LE ON NY OTHER LEG CY LIFTS PRODUCT T NY TIME UNDER NY CIRCUMST NCE SEE PRODUCT OWNERS M NU L FOR IMPORT NT REL TED S FETY REQUIREMENTS ND RESPONSI ILITY The Purchaser named herein shall hold Legacy Direct LLC and Legacy Lifting LLC Lifts LLC and their owners partners and employees to include Sales Reps Installers hereafter Selling Entities harmless of any liabilities resulting from any product use that may be otherwise than that prescribed in Product Owner s Manual and or as specified in this contract The purchaser shall further indemnify the Selling Entities of any liabilities resulting from product installation operation and or service by any other entity or person than the Selling Entities that purchaser may apply contract and or employ with the subject product Where the purchase is classified as Do It Yourself the purchaser shall totally indemnify the selling entities for any liabilities resulting from installation service and or operation of the product

Purchaser Signature _____ Seller Signature Vic Springer
Printed Name _____
Date _____
Electronically Signed

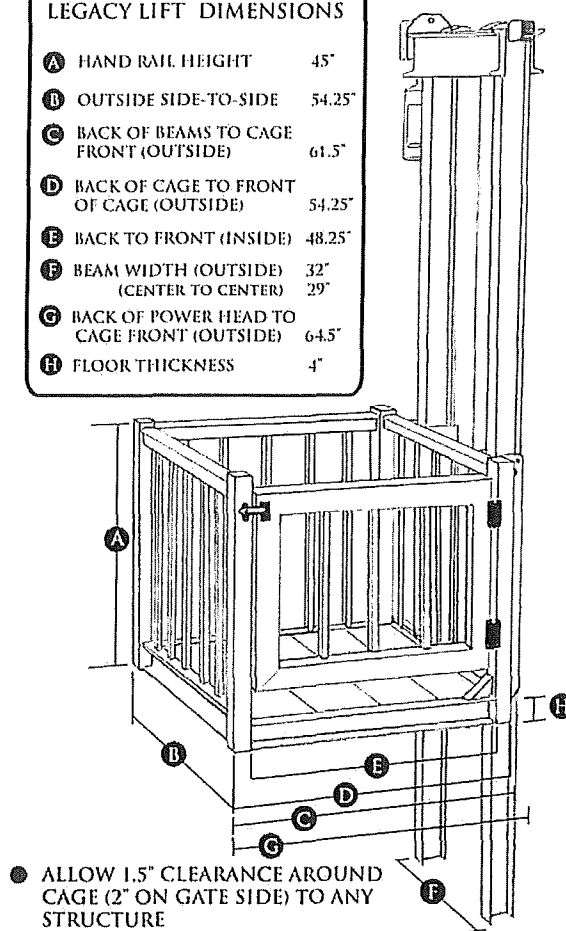
Legacy Lifts

General	
Capacity	1,000 lbs
Speed	Up to 18 feet per minute
Basket Size	4'x4'
Wind Resistance	Up to 150 MPH Gusts
Material	Aluminum & Stainless Steel
Motor	Enclosed Resin-Filled Motor
Horsepower	2.0
Drive	Stainless Steel Driveline
Cable	1/4 Stainless Steel
Remote	Wireless & Lockable
Levels	Two or Three Stops
Structure	Dual 5-1/8" Beams
Flooring	Anti-Skid
Gate Location	Multiple Options
Colors	RAL Color Match
DIY Option	Yes
Structural Warranty	5 Years
Motor Warranty	2 Years
Gearbox Warranty	2 Years
Electrical Warranty	1 Year
Controls Warranty	1 Year

COMMERCIAL CARGO LIFT

LEGACY LIFT DIMENSIONS

A	HAND RAIL HEIGHT	45"
B	OUTSIDE SIDE-TO-SIDE	54.25"
C	BACK OF BEAMS TO CAGE FRONT (OUTSIDE)	61.5"
D	BACK OF CAGE TO FRONT OF CAGE (OUTSIDE)	54.25"
E	BACK TO FRONT (INSIDE)	48.25"
F	BEAM WIDTH (OUTSIDE) (CENTER TO CENTER)	32"
G	BACK OF POWER HEAD TO CAGE FRONT (OUTSIDE)	64.5"
H	FLOOR THICKNESS	4"



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Phone

1-800-597-5438



LA II COMMUNITY DIRECTOR REPORT

April 24, 2020

Mary Bosman
mbosman@lakeashton2cdd.com

Projects/Summaries

The following is a listing of projects that are being worked on or have been completed since the last LA II Board of Supervisors' Meeting, on March 13, 2020 (Not necessarily in order).

Information regarding COVID-19 precautions and other topics regarding the virus has been communicated to our Lake Ashton community via Public Safety eblasts.

Staff has crossed over from their normal job descriptions and all pitched in to accomplish the following tasks:

The HFC building has been power washed, carpets cleaned, windows washed, closets and other storage areas cleaned out. The Community Center has been painted by staff. Woodwork and walls have also been touched up. The fire alarms and the sprinklers have had their annual test and all are in good working order.

The Rose Garden has been touched up with 9 replacement boxwood shrubs and 6 new shrubs replaced the overgrown snake grass. The pool has been drained and the pavers power washed, and a special sand put into the gaps between the pavers that will not allow movement of the pavers nor sand to be tracked into the Community Center. The pool company has been phoned and they have moved up the resurfacing of the pool 2 weeks. It will begin the first week in May. The additional money has come in by donation to add the two extra lanes as requested.

The ceiling projector and screen have been moved and a faulty HDMI cord was replaced. The reception is better that it has ever been in that room. The laptop can now project through the ceiling projector.

The fitness equipment has been disinfected and new storage racks have been built for them in the Sports Court. There are two new bookshelves in the Media Center. The street drains have been protected with stations and chain linked to prevent vehicles from cutting the corner and breaking the concrete. New no parking signs are up at the north end of the building between the HFC and the tennis courts to prevent carts backing up into other carts. All lights have been checked and replaced as needed, all AC filters have been changed out and air exhaust fan grates have been removed and repainted.

During the cleaning of the upstairs storage, I noticed that it could make a great Maintenance Shop area and it's already built. The problem was getting items up there. James did the research and had great results. The quote you will be voting on today is for a cargo lift that will accomplish this and only take a small corner out of the break area. This would be a savings of \$15,000 from building a shop for the much-needed area for our Maintenance department.

The lift has been used extensively for these different projects and it's been noticed that there is a leak in the hydraulics. James has phoned Toyota lift and it will cost up to \$1,000. 00 for the repairs and labor.

We have provided puzzles for our residents on card tables outside the Community Center south exit. For safety, the return table is placed out in the sun for 2-3 days at 6-8 hours before being put back into circulation.

We are now focusing on remote programming with fitness classes (one of each), a general repair class by James, a book club fireside review by Louise, and a gardening section by me via Zoom. Ryan Buswell has been very helpful in getting the laptop ready and creating a cord that will allow us to do these programs. Going forward after this isolation, these can provide programming for the Lake Ashton residents who work during the day or are out of town for the real time presentation upon request.

We have closed unnecessary doors and turned up the thermostats to 78 in those rooms to conserve energy and are now cleaning the building ourselves to save money on the cleaning service.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary GF

3/10/2020-4/02/2020

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
3/10/20	2895-2901	\$11,537.10
3/20/20	2902-2919	\$34,148.86
3/24/20	2920-2925	\$24,704.80
4/2/20	2926-2935	\$16,915.03
<i>Total</i>		<u><u>\$87,305.79</u></u>

Check Run Summary Golf Course

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
3/10/20	109-119	\$8,827.30
3/20/20	120-132	\$11,456.49
3/24/20	133-143	\$14,875.71
4/2/20	144-152	\$103,926.65
<i>Total</i>		<u><u>\$139,086.15</u></u>

AP300R
*** CHECK NOS. 002895-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GENERAL FUND
BANK A LAKE ASHTON II - GF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/10/20	00221	2/15/20	41982-02 202002 320-57200-34520 REMAIN BALANCE 2/20	ADT, LLC	*	63.97	63.97 002895
3/10/20	00092	2/29/20	183790 202002 320-57200-46500 MGMT SVC 02/2020	APPLIED AQUATIC MANAGEMENT, INC.	*	970.00	970.00 002896
3/10/20	00003	3/03/20	6-944-77 202002 310-51300-42000 DELIVERIES THRU 2/21/20	FEDEX	*	16.77	16.77 002897
3/10/20	00070	2/11/20	846296 202002 320-57200-34800 SVCS 02/2020	FLORIDA PEST CONTROL	*	128.00	128.00 002898
3/10/20	00058	3/01/20	38 202003 310-51300-34000 MGMT FEES 03/2020		*	5,000.00	
		3/01/20	38 202003 310-51300-35100 INFORMATION TECHNOLOGY		*	83.33	
		3/01/20	38 202003 310-51300-31300 DISSEMINATION AGT SVCS		*	500.00	
		3/01/20	38 202003 310-51300-42500 COPIES		*	.15	
				GMS-CENTRAL FLORIDA, LLC			5,583.48 002899
3/10/20	00152	3/05/20	E4600224 202003 320-57200-34500 SVCS 02/28-03/05/20	SECURITAS SECURITY SERVICES USA, INC	*	4,671.88	4,671.88 002900
3/10/20	00005	2/14/20	L060G0J5 202002 310-51300-48000 NOTICE OF MEETING	THE LEDGER/NEWS CHIEF	*	103.00	103.00 002901
3/20/20	00051	3/11/20	31039711 202003 320-57200-43100 POOL HEAT	AMERIGAS	*	1,277.22	1,277.22 002902
3/20/20	00092	3/10/20	184172 202003 320-57200-46500 SVCS MAR/APR/MAY 2020		*	700.00	
		3/16/20	182547 202001 320-57200-46500 SVCS 01/2020		*	970.00	
		3/16/20	182723 201912 320-57200-46500 TREATMENT ON 12/30/2019	APPLIED AQUATIC MANAGEMENT, INC.	*	700.00	2,370.00 002903

LKA2 LAKE ASHTON 2 SROSINA

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LAKE ASHTON II - GENERAL FUND
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CHECK DATE	VEND#INVOICE..... DATE INVOICEEXPENSED TO.... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
3/20/20	00081	3/01/20 032020	202003 320-57200-23000		*	250.00	
			SUPP HEALTH INS 03/2020	MARY BOSMAN			250.00 002904
3/20/20	00076	3/12/20 50183001	202003 320-57200-41000		*	727.12	
			SVCS 03/11-04/10/2020	BRIGHT HOUSE NETWORKS			727.12 002905
3/20/20	00140	3/06/20 03062020	202003 300-13100-10400		*	70.00	
			IT SVCS 02/28-03/06/20				
		3/06/20 03062020	202003 320-57200-34100		*	140.00	
			IT SVCS 02/28-03/06/20				
		3/06/20 03062020	202003 340-57200-54500		*	70.00	
			IT SVCS 02/28-03/06/20				
		3/06/20 03062020	202003 300-20700-10000		*	70.00-	
				RYAN A BUSWELL			210.00 002906
3/20/20	00222	3/17/20 03172020	202003 320-57200-46030		*	160.00	
			VIBURNUM BUSH PURCHASE	GONZALEZ NURSERY			160.00 002907
3/20/20	00170	3/01/20 032020	202003 320-57200-23000		*	250.00	
			SUPPL HEALTH INS 03/2020	JAMES MARGESON			250.00 002908
3/20/20	00193	3/06/20 10008	202002 320-57200-34530		*	183.00	
			MAINT	PERFORMANCE PLUS CARTS			183.00 002909
3/20/20	00107	3/05/20 03052020	202003 320-57200-46400		*	399.00	
			INSTALL MAX E PRO TANK	POOL & PATIO CENTER			399.00 002910
3/20/20	00150	2/29/20 1710138	202002 300-13100-10400		*	1,532.50	
			SVCS THRU 02/29/2020				
		2/29/20 1710138	202002 310-51300-31100		*	2,195.81	
			SVCS THRU 02/29/2020				
		2/29/20 1710138	202002 310-57200-31100		*	1,532.50	
			SVCS THRU 02/29/2020				
		2/29/20 1710138	202002 300-20700-10000		*	1,532.50-	
			SVCS THRU 02/29/2020	RAYL ENGINEERING & SURVEYING, LLC			3,728.31 002911
3/20/20	00152	3/12/20 E4607191	202003 320-57200-34500		*	4,644.22	
			SVCS 03/06-03/12/2020	SECURITAS SECURITY SERVICES USA, INC			4,644.22 002912

LKA2 LAKE ASHTON 2 SROSINA

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*** CHECK NOS. 002895-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GENERAL FUND
BANK A LAKE ASHTON II - GF

RUN 4/14/20

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/20/20	00048	3/16/20 195636	202004 320-57200-34510		*	93.50	
		SVCS 04/01-06/30/2020		THE HARTLINE ALARM COMPANY, INC.			93.50 002913
3/20/20	00005	3/03/20 L060G0J6	202003 310-51300-48000		*	79.25	
		SPECIAL MEETING NOTICE		THE LEDGER/NEWS CHIEF			79.25 002914
3/20/20	00087	3/01/20 032020	202003 320-57200-23000		*	135.21	
		SUPPL HEALTH INS 03/2020		KAREN VANKIRK			135.21 002915
3/20/20	00223	3/03/20 3184-022	202002 300-13100-10400		*	2,726.33	
		PURCHASES 02/2020			*	2,726.33-	
		3/03/20 3184-022	202002 300-20700-10000		*	90.85	
		PURCHASES 02/2020			*	943.38	
		3/03/20 3184-022	202002 340-57200-52500		*	1,029.27	
		PURCHASES 02/2020			*	39.99	
		3/03/20 3184-022	202002 330-57200-52000		*	1,262.33	
		PURCHASES 02/2020			*	662.83	
		3/03/20 3184-022	202002 320-57200-34530		*	272.26	
		PURCHASES 02/2020			*	77.62-	
		3/03/20 3184-022	202002 320-57200-46020		*		
		PURCHASES 02/2020					
		3/03/20 3184-022	202002 330-57200-46000		*		
		PURCHASES 02/2020					
		3/03/20 3184-022	202002 320-57200-51000		*		
		PURCHASES 02/2020					
		3/03/20 3184-022	202002 300-36900-10300		*		
		PURCHASES 02/2020					
				WELLS FARGO			4,223.29 002916
3/20/20	00119	3/10/20 50095823	202004 320-57200-51000		*	200.91	
		COPIER LEASE		WELLS FARGO VENDOR FIN SERV			200.91 002917
3/20/20	00195	3/01/20 032020	202003 320-57200-23000		*	250.00	
		SUPPL HEALTH INS 03/2020		CHARLES W YEAGER III			250.00 002918
3/20/20	00067	3/15/20 OS96819	202003 320-57200-46200		*	14,967.83	
		MAINT 03/2020		YELLOWSTONE LANDSCAPE			14,967.83 002919

LKA2 LAKE ASHTON 2 SROSINA

LKA2 LAKE ASHTON 2 SROSINA

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 *** CHECK NOS. 002895-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 LAKE ASHTON II - GENERAL FUND
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
4/02/20	00069	4/01/20 032020	202003 320-57200-34100 COVID-19 ISOLATION	LAURIE HEVERLY	*	1,050.00	1,050.00 002930
4/02/20	00086	2/27/20 26132	202002 300-13100-10400 SUPPLIES		*	38.21	
		2/27/20 26132	202002 340-57200-46000 SUPPLIES		*	38.21	
		2/27/20 26132	202002 300-20700-10000 SUPPLIES		*	38.21-	
		3/03/20 5186584	202003 300-13100-10400 SUPPLIES		*	106.88	
		3/03/20 5186584	202003 330-57200-51100 SUPPLIES		*	106.88	
		3/03/20 5186584	202003 300-20700-10000 SUPPLIES		*	106.88-	
		3/17/20 1021961	202003 320-57200-46020 SUPPLIES		*	253.62	
			HOME DEPOT CREDIT SERVICES				398.71 002931
4/02/20	00173	2/14/20 L060G0J5	202002 310-51300-48000 GOLF COURSE MGMT SVCS	LAKELAND LEDGER PUBLISHING	*	261.50	261.50 002932
4/02/20	00170	4/02/20 04022020	202003 320-57200-46050 REIMB MILEAGE 2/04-3/24	JAMES MARGESON	*	69.21	69.21 002933
4/02/20	00150	3/31/20 1710139	202003 310-51300-31100 SVCS THRU 03/31/20	RAYL ENGINEERING & SURVEYING, LLC	*	3,667.00	3,667.00 002934
4/02/20	00152	3/26/20 E4614908	202003 320-57200-34500 SVCS 03/20-03/26/20	SECURITAS SECURITY SERVICES USA, INC	*	4,671.88	4,671.88 002935
TOTAL FOR BANK A						87,305.79	
TOTAL FOR REGISTER						87,305.79	

LKA2 LAKE ASHTON 2 SROSINA

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*** CHECK NOS. 000109-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GOLF COURSE
BANK C LAKE ASHTON II-GOLF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/10/20	00045	3/05/20 90877177	202003 340-57200-52500		*	185.09	
		APPAREL					
		3/06/20 90877962	202003 340-57200-52500		*	69.80	
		APPAREL					
				ACUSHNET COMPANY			254.89 000109
3/10/20	00001	3/03/20 12987452	202003 330-57200-51025		*	29.68	
		INVENTORY MAINT					
				AUS CENTRAL LOCKBOX			29.68 000110
3/10/20	00003	3/04/20 204797	202003 330-57200-52100		*	482.00	
		BEER PURCHASES					
				BERNIE LITTLE DISTRIBUTORS			482.00 000111
3/10/20	00017	2/28/20 50243701	202003 340-57200-41000		*	440.22	
		SVCS 02/27-03/26/20					
				BRIGHT HOUSE NETWORKS			440.22 000112
3/10/20	00039	2/27/20 93130351	202002 340-57200-52500		*	305.05	
		GOLF MERCHANDISE					
		2/27/20 93130351	202002 340-57200-52500		*	166.24	
		GOLF MERCHANDISE					
		2/28/20 93130917	202002 340-57200-52500		*	476.51	
		GOLF MERCHANDISE					
		2/28/20 93131221	202002 340-57200-52500		*	88.41	
		GOLF MERCHANDISE					
				CALLAWAY			1,036.21 000113
3/10/20	00029	3/02/20 1764-032	202003 340-57200-35100		*	805.00	
		POS BILLING 03/20					
				CLUB PROPHET SYSTEMS			805.00 000114
3/10/20	00044	3/01/20 37	202003 310-57200-34000		*	1,666.67	
		MGMT FEES 03/2020					
		3/01/20 37	202003 310-57200-51000		*	88.78	
		MOVIE RESIDENTS/COOKIES/C					
				GMS-CENTRAL FLORIDA, LLC			1,755.45 000115
3/10/20	00042	3/01/20 54808	202003 340-57200-46400		*	83.33	
		LAWN SVC 03/2020					
				HERMAN'S TERMITE & PEST CONTROL INC			83.33 000116
3/10/20	00021	2/19/20 39913566	202002 330-57200-46400		*	150.00	
		MATERIALS					
				MASSEY SERVICES, INC.			150.00 000117

LKA2 LAKE ASHTON 2 SROSINA

AP300R
*** CHECK NOS. 000109-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GOLF COURSE
BANK C LAKE ASHTON II-GOLF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/10/20	00015	2/06/20 02062020	202002 300-36900-10000	TIP SHORTAGE	*	126.20	
				VICKI MOORE			126.20 000118
3/10/20	00011	3/03/20 32210190	202003 330-57200-52000	FOOD PURCHASES	*	1,358.06	
		3/03/20 32210190	202003 330-57200-52200	COKE PURCHASES	*	530.56	
		3/05/20 32210654	202003 330-57200-52000	FOOD PURCHASES	*	1,309.01	
		3/05/20 32210654	202003 330-57200-51050	PAPER PURCHASES	*	466.69	
				SYSCO CENTRAL FLORIDA			3,664.32 000119
3/20/20	00045	3/11/20 90880523	202003 340-57200-52500	APPAREL	*	64.58	
		3/11/20 90880523	202003 340-57200-52500	APPAREL	*	124.16	
				ACUSHNET COMPANY			188.74 000120
3/20/20	00001	3/10/20 12987656	202003 330-57200-51025	INVENTORY MAINT	*	29.65	
		3/17/20 12987859	202003 330-57200-51025	INVENTORY MAINT	*	29.65	
				AUS CENTRAL LOCKBOX			59.30 000121
3/20/20	00003	3/10/20 01092593	202003 330-57200-52100	BEER PURCHASES	*	466.25	
		3/11/20 204870	202003 330-57200-52100	BEER PURCHASES	*	1,214.00	
				BERNIE LITTLE DISTRIBUTORS			1,680.25 000122
3/20/20	00039	3/03/20 93132155	202003 340-57200-52500	GOLF MERCHANDISE	*	140.40	
		3/16/20 93137584	202003 340-57200-52500	GOLF MERCHANDISE	*	225.48	
		3/16/20 93137719	202003 340-57200-52500	CREDIT INV#931293742	*	95.70-	
				CALLAWAY			270.18 000123
3/20/20	00041	3/03/20 AR500989	202003 340-57200-54200	COPIER LEASE	*	108.93	
		3/03/20 AR500994	202003 340-57200-54200	COPIER LEASE	*	304.77	
				DEX IMAGING			413.70 000124
				LKA2 LAKE ASHTON 2 SROSINA			

AP300R
*** CHECK NOS. 000109-050000

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LAKE ASHTON II - GOLF COURSE
BANK C LAKE ASHTON II-GOLF

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CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK... AMOUNT #
3/20/20	00046	3/11/20	001668	202003 330-57200-46000		*	395.00	
				REPAIR BEER&SODA LINES				
					DRAFT MEDIC LLC			395.00 000125
3/20/20	00012	3/06/20	62544979	202003 330-57200-54600		*	189.94	
				SVCS 03/06-04/02/2020				
					ECOLAB INC			189.94 000126
3/20/20	00031	2/25/20	309204	202002 340-57200-52500		*	391.31	
				DRIVING RANGE SUPPLIES				
		2/26/20	309223	202002 340-57200-52500		*	232.23	
				DRIVING RANGE SUPPLIES				
		3/03/20	309968	202003 340-57200-52500		*	222.58	
				DRIVING RANGE SUPPLIES				
		3/09/20	310550	202003 340-57200-52500		*	80.30	
				DRIVING RANGE SUPPLIES				
					GLOBAL GOLF SALES			926.42 000127
3/20/20	00015	3/11/20	03112020	202003 330-57200-52000		*	4.50	
				REIMB PURCHASES PUBLIX				
		3/11/20	03112020	202003 330-57200-52000		*	40.91	
				REIMB PURCHASES PUBLIX				
		3/11/20	03112020	202003 330-57200-52000		*	7.67	
				REIMB PURCHASES PUBLIX				
		3/11/20	03112020	202003 330-57200-52000		*	3.96	
				REIMB PURCHASES WALGREENS				
		3/11/20	03112020	202003 330-57200-52000		*	3.00	
				REIMB PURCHASES PUBLIX				
		3/11/20	03112020	202003 330-57200-52000		*	8.50	
				REIMB PURCHASES ALDI				
		3/11/20	03112020	202003 330-57200-52000		*	1.59	
				REIMB PURCHASES ALDI				
		3/11/20	03112020	202003 330-57200-52000		*	3.18	
				REIMB PURCHASES WALGREENS				
		3/11/20	3112020	202003 300-36900-10000		*	220.53	
				TIP SHORTAGE 03/07/2020				
		3/11/20	3112020	202003 300-36900-10000		*	126.20	
				TIP SHORTAGE 03/05/2020				
					VICKI MOORE			420.04 000128
3/20/20	00043	2/29/20	201082	202002 310-57200-31100		*	270.00	
				SVCS THRU 02/29/20				
					RAYL ENGINEERING & SURVEYING,LLC			270.00 000129
3/20/20	00011	3/12/20	32211910	202003 330-57200-52000		*	2,229.48	
				PURCHASES FOOD				

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BANK C LAKE ASHTON II-GOLF

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CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
		3/12/20	32211910	202003 330-57200-51050		*	339.36		
				PURCHASES PAPER					
		3/12/20	32211910	202003 330-57200-52200		*	153.03		
				PURCHASES COKE					
					SYSCO CENTRAL FLORIDA			2,721.87	000130
3/20/20	00048	3/13/20	9074133	202003 340-57200-52500		*	970.61		
				MERCHANDISE					
					TERVIS TUMBLER COMPANY			970.61	000131
3/20/20	00037	1/14/20	AIN-1241	202001 340-57200-52500		*	1,535.95		
				APPAREL					
		2/19/20	AIN-1270	202002 340-57200-52500		*	1,414.49		
				APPAREL					
					THE ANTIGUA GROUP INC			2,950.44	000132
3/24/20	00003	3/20/20	1094451	202003 330-57200-52100		*	575.35		
				BEER					
					BERNIE LITTLE DISTRIBUTORS			575.35	000133
3/24/20	00038	3/20/20	33539883	202003 330-57200-52400		*	347.17		
				LIQUOR					
					BREAKTHRU BEVERAGE FLORIDA			347.17	000134
3/24/20	00049	3/15/20	48446-03	202003 330-57200-43000		*	15.00		
				NEW SERVICE ADMIN FEE					
		3/15/20	48448-03	202003 330-57200-43000		*	15.00		
				NEW SERVICE ADMIN FEE					
					CITY OF LAKE WALES			30.00	000135
3/24/20	00025	3/20/20	739949-0	202002 390-57200-43000		*	24.49		
				SERVICE THRU 03/03/2020					
		3/20/20	741259-0	202002 390-57200-43000		*	.53		
				SERVICE THRU 03/03/2020					
					THE CITY OF WINTER HAVEN			25.02	000136
3/24/20	00050	3/17/20	0142282-	202003 340-57200-51300		*	2,171.00		
				PICKER, 3 GANG, SPLIT					
					EASY PICKER GOLF PRODUCTS, INC.			2,171.00	000137
3/24/20	00026	3/19/20	113411	202002 310-57200-31500		*	7,366.00		
				FEB 2020 GOLF COURSE OPS					
					HOPPING GREEN & SAMS ATTORNEYS			7,366.00	000138
3/24/20	00024	3/14/20	0654-000	202004 340-57200-43300		*	459.92		
				APR 2020 REFUSE SVCS.					
					REPUBLIC SERVICES #654			459.92	000139

LKA2 LAKE ASHTON 2 SROSINA

AP300R
*** CHECK NOS. 000109-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GOLF COURSE
BANK C LAKE ASHTON II-GOLF

RUN 4/14/20

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
3/24/20	00010	3/23/20 1916695	202003 330-57200-52400		LIQUOR	*	348.95	
					SOUTHERN GLAZER'S OF FL			348.95 000140
3/24/20	00051	3/19/20 0481303-	202003 340-57200-52500		SERVING TRAY	*	51.31	
					STERLING CUT GLASS			51.31 000141
3/24/20	00011	3/19/20 32213078	202003 330-57200-52000		FOOD/PAPER	*	995.26	
		3/19/20 32213078	202003 330-57200-51050			*	416.85	
					SYSCO CENTRAL FLORIDA			1,412.11 000142
3/24/20	00052	3/13/20 FEBRUARY	202002 390-57200-43000		SERVICE THRU 3/6/2020	*	2,088.88	
					TECO			2,088.88 000143
4/02/20	00035	3/06/20 INV04444	202003 340-57200-52500		APPAREL	*	1,224.37	
		3/11/20 INV04449	202003 340-57200-52500		APPAREL	*	209.00	
					AHEAD LLC			1,433.37 000144
4/02/20	00031	3/17/20 311280	202003 340-57200-52500		DRIVING RANGE SUPPLIES	*	94.38	
					GLOBAL GOLF SALES			94.38 000145
4/02/20	00044	4/01/20 40	202004 310-57200-34000		MGMT FEES 04/2020	*	1,666.67	
					GMS-CENTRAL FLORIDA, LLC			1,666.67 000146
4/02/20	00007	3/25/20 23391	202003 390-57200-22000		REIMB MEDICAL CHARGE 3/20	*	1,337.17	
		4/01/20 23404	202004 320-57200-34000		GOLF COURSE MAINT 4/20	*	93,294.51	
		4/01/20 23405	202004 310-57200-49001		ADMINISTRATION FEE	*	3,000.00	
					INTERNATIONAL GOLF MAINTENANCE			97,631.68 000147
4/02/20	00015	3/25/20 03252020	202003 300-36900-10000		TIP SHORTAGE 03/18&03/22	*	30.23	
		3/27/20 03272020	202003 330-57200-52000		REIMB ALDI	*	8.64	
		3/27/20 03272020	202003 330-57200-52000		REIMB PUBLIX	*	6.55	

LKA2 LAKE ASHTON 2 SROSINA

AP300R
*** CHECK NOS. 000109-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GOLF COURSE
BANK C LAKE ASHTON II-GOLF

RUN 4/14/20

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
		3/27/20	03272020 202003 330-57200-51025		*	7.51	
			REIMB LOWES				
		3/27/20	03272020 202003 330-57200-51025		*	19.26	
			REIMB FAMILY DOLLOR				
		3/27/20	03272020 202003 330-57200-52000		*	34.58	
			REIMB RESTAURANT DEPOT				
		3/27/20	03272020 202003 330-57200-51050		*	110.67	
			REIMB RESTAURANT DEPOT				
		3/27/20	03272020 202003 330-57200-51050		*	19.14	
			REIMB RESTAURANT DEPOT				
				VICKI MOORE			236.58 000148
4/02/20	00043	3/31/20	201191 202003 310-57200-31100		*	608.00	
			SVCS THRU 03/31/20				
				RAYL ENGINEERING & SURVEYING, LLC			608.00 000149
4/02/20	00051	3/26/20	0481491- 202003 340-57200-52500		*	30.76	
			ETCHING				
				STERLING CUT GLASS			30.76 000150
4/02/20	00011	3/26/20	32213833 202003 330-57200-52000		*	1,109.16	
			PURCHASES FOOD				
		3/26/20	32213833 202003 330-57200-51050		*	440.88	
			PURCHASES PAPER				
		3/26/20	32213833 202003 330-57200-52200		*	70.40	
			PURCHASES BEVERAGES				
		3/30/20	32214066 202003 330-57200-52000		*	273.33	
			PURCHASES FOOD				
		3/30/20	32214066 202003 330-57200-51050		*	256.44	
			PURCHASES PAPER				
				SYSCO CENTRAL FLORIDA			2,150.21 000151
4/02/20	00021	3/18/20	38832451 202003 330-57200-46400		*	75.00	
			SVCS 03/2020				
				MASSEY SERVICES, INC.			75.00 000152
				TOTAL FOR BANK C		139,086.15	
				TOTAL FOR REGISTER		139,086.15	

LKA2 LAKE ASHTON 2 SROSINA

Lake Ashton II CDD

Special Assessment Receipts
Fiscal Year Ending September 30, 2020

										\$1,282,133.20	\$420,725.52	\$332,500.00	\$753,225.52
						O&M	Debt			.36300.10000	.36300.10000	.36300.10200	
Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	Discounts/ Penalties	Discounts/ Penalties	Commissions Paid	Net Amount Received	General Fund 100.00%	05A Debt Svc Fund 55.857%	06A Debt Svc Fund 44.143%	Debt Total 100%
11/18/2019	06/01/19-10/15/19	\$ 11,129.08	\$ -	\$ 5,018.54	\$ -	\$ 584.28	\$ 263.48	\$ 306.00	\$ 14,993.86	\$ 10,352.04	\$ 2,592.76	\$ 2,049.06	\$ 4,641.82
11/21/2019	11/01/19-11/06/19	\$ 39,595.29	\$ -	\$ 18,884.40	\$ -	\$ 1,583.82	\$ 755.39	\$ 1,122.81	\$ 55,017.67	\$ 37,304.18	\$ 9,894.14	\$ 7,819.35	\$ 17,713.49
11/29/2019	11/07/19-11/15/19	\$ 194,205.47	\$ -	\$ 99,596.72	\$ -	\$ 7,768.26	\$ 3,984.02	\$ 5,640.99	\$ 276,408.92	\$ 182,883.78	\$ 52,239.88	\$ 41,285.26	\$ 93,525.14
12/06/19	11/16/19-11/24/19	\$ 231,915.27	\$ -	\$ 131,128.96	\$ -	\$ 9,276.66	\$ 5,245.36	\$ 6,970.44	\$ 341,551.77	\$ 218,247.72	\$ 68,873.34	\$ 54,430.70	\$ 123,304.05
12/13/2019	11/25/19-11/30/19	\$ 359,192.95	\$ -	\$ 208,633.68	\$ -	\$ 14,344.05	\$ 8,329.75	\$ 10,903.06	\$ 534,249.77	\$ 337,980.74	\$ 109,629.04	\$ 86,639.99	\$ 196,269.03
01/15/20	12/01/19-12/31/19	\$ 388,028.00	\$ -	\$ 253,691.29	\$ -	\$ 11,678.60	\$ 7,635.83	\$ 12,448.10	\$ 609,956.76	\$ 368,507.97	\$ 134,864.88	\$ 106,583.91	\$ 241,448.79
01/31/20	INTEREST	\$ -	\$ 662.24	\$ -	\$ 388.85	\$ -	\$ -	\$ -	\$ 1,051.09	\$ 662.24	\$ 217.20	\$ 171.65	\$ 388.85
02/14/20	01/01/20-01/31/20	\$ 20,740.39	\$ -	\$ 13,844.08	\$ -	\$ 414.81	\$ 276.89	\$ 677.85	\$ 33,214.92	\$ 19,898.58	\$ 7,438.04	\$ 5,878.30	\$ 13,316.34
03/13/20	02/01/20-02/29/20	\$ 5,656.47	\$ -	\$ 2,526.88	\$ -	\$ 56.57	\$ 25.28	\$ 162.03	\$ 7,939.47	\$ 5,497.83	\$ 1,363.81	\$ 1,077.82	\$ 2,441.64
		\$ 1,250,462.92	\$ 662.24	\$ 733,324.55	\$ 388.85	\$ 45,707.05	\$ 26,516.00	\$ 38,231.27	\$ 1,874,384.24	\$ 1,181,335.09	\$ 387,113.10	\$ 305,936.05	\$ 693,049.15
BALANCE REMAINING		\$31,670.28		\$19,900.97									

Date	CK#	2005A	2006A
11/25/2019	2748/2749	\$ 12,483.90	\$ 9,868.41
12/11/2019	2769/2770	\$ 121,116.22	\$ 95,715.96
1/24/2020	2833/2834	\$ 134,864.88	\$ 106,583.91
2/26/2020	2883/2884	\$ 109,846.24	\$ 86,811.65
		\$ 378,311.24	\$ 298,979.93

Due To DSF 2005A	\$ 8,801.86	V# 16	001.300.20700.10100
Due to DSF 2006A	\$ 6,956.12	V# 168	001.300.20700.10300

Gross Percent Collected	97.47%
Balance Due	\$51,571.25

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
March 31, 2020

	MAJOR FUNDS			TOTAL
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
<u>ASSETS:</u>				
CASH	\$564,783	---	\$19,136	\$583,919
PETTY CASH	\$100	---	---	\$100
DUE FROM OTHER FUNDS	\$11,449	\$15,758	---	\$27,207
INVESTMENT - STATE BOARD - SURPLUS FUNDS	\$195,641	---	\$387,137	\$582,778
<u>SERIES 2005A</u>				
RESERVE A	---	\$297,265	---	\$297,265
INTEREST A	---	\$5,376	---	\$5,376
PREPAYMENT A	---	\$405,583	---	\$405,583
REVENUE A	---	\$380,984	---	\$380,984
DEFERRED COST A/B	---	\$10	---	\$10
<u>SERIES 2006A</u>				
RESERVE A	---	\$77,989	---	\$77,989
REVENUE A	---	\$293,154	---	\$293,154
PREPAYMENT A	---	\$85	---	\$85
DEFERRED COST A/B	---	\$3,312	---	\$3,312
COST OF ISSUANCE	---	---	\$29	\$29
DEPOSITS	\$24,463	---	---	\$24,463
PREPAID EXPENDITURES	\$1,987	---	---	\$1,987
TOTAL ASSETS	\$798,422	\$1,479,516	\$406,302	\$2,684,240
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$20,686	---	---	\$20,686
DEFERRED REVENUE	\$1,238	---	---	\$1,238
DUE TO GENERAL FUND	---	---	\$244	\$244
DUE TO DEBT SERVICE - SERIES 2005A	\$8,802	---	---	\$8,802
DUE TO DEBT SERVICE - SERIES 2006	\$6,956	---	---	\$6,956
DUE TO GOLF COURSE	\$43,251	---	---	\$43,251
TOTAL LIABILITIES	\$80,932	\$0	\$244	\$81,176
<u>FUND BALANCES:</u>				
NONSPENDABLES:				
PREPAID EXPENSES	\$1,987	---	---	\$1,987
DEPOSITS - TECO	\$24,463	---	---	\$24,463
RESTRICTED FOR:				
DS-SERIES 2005A	---	\$1,098,020	---	\$1,098,020
CAPITAL PROJECTS	---	---	\$406,058	\$406,058
ASSIGNED FOR GENERAL FUND	\$202,533	---	---	\$202,533
UNASSIGNED FOR GENERAL FUND	\$488,507	---	---	\$488,507
UNASSIGNED FOR DS-SERIES 2006A	---	\$381,496	---	\$381,496
TOTAL FUND BALANCES	\$717,490	\$1,479,516	\$406,058	\$2,603,064
TOTAL LIABILITIES & FUND BALANCES	\$798,422	\$1,479,516	\$406,302	\$2,684,240

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS - TAX COLLECTOR	\$1,192,384	\$1,181,335	\$1,181,335	\$0
SPECIAL ASSESSMENTS - DIRECT	\$26,303	\$26,303	\$26,303	\$0
INTEREST EARNED	\$1,500	\$750	\$1,062	\$312
RENTAL FEES	\$5,200	\$2,600	\$750	(\$1,850)
SECURITY GUARD REVENUE	\$0	\$0	\$1,000	\$1,000
TABLE RENTALS	\$0	\$0	\$160	\$160
OFF DUTY OFFICER REVENUE	\$0	\$0	\$544	\$544
CONTRIBUTIONS	\$0	\$0	\$775	\$775
MISCELLANEOUS INCOME	\$0	\$0	\$121,934	\$121,934
TOTAL REVENUES	<u>\$1,225,386</u>	<u>\$1,210,988</u>	<u>\$1,333,863</u>	<u>\$122,876</u>
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
ARBITRAGE	\$1,200	\$600	\$600	\$0
ANNUAL AUDIT	\$6,000	\$3,000	\$0	\$3,000
ATTORNEY	\$40,000	\$20,000	\$17,310	\$2,690
COMPUTER TIME	\$1,000	\$500	\$500	\$0
DISSEMINATION	\$6,200	\$3,100	\$3,500	(\$400)
DUES, LICENSES, SUBSCRIPTIONS	\$175	\$88	\$175	(\$88)
INSURANCE	\$33,036	\$33,036	\$31,393	\$1,643
LEGAL ADVERTISING	\$500	\$250	\$628	(\$378)
MANAGEMENT	\$46,350	\$23,175	\$25,450	(\$2,275)
OFFICE SUPPLIES	\$300	\$150	\$20	\$130
OTHER CURRENT CHARGES	\$2,700	\$1,350	\$4,848	(\$3,498)
GOLF COURSE STUDY	\$0	\$0	\$164,282	(\$164,282)
POSTAGE	\$1,500	\$750	\$1,084	(\$334)
PRINTING & BINDING	\$1,500	\$750	\$526	\$224
TELEPHONE	\$50	\$25	\$23	\$2
TRUSTEE FEES	\$6,500	\$3,250	\$0	\$3,250
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	<u>\$147,011</u>	<u>\$90,023</u>	<u>\$250,338</u>	<u>(\$160,315)</u>

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
<u>FIELD:</u>				
ATHLETIC EQUIPMENT	\$0	\$0	\$0	\$0
BUILDING CONTRACT SERVICES	\$53,160	\$26,580	\$26,480	\$100
BUILDING GROUNDS MAINTENANCE & SUPPLIES	\$31,350	\$15,675	\$16,033	(\$358)
CONTINGENCY	\$30,000	\$15,000	\$7,576	\$7,424
ENGINEERING	\$8,000	\$4,000	\$9,720	(\$5,720)
HFC SPECIAL EVENTS	\$3,000	\$1,500	\$534	\$966
LANDSCAPE /LAKE CONTRACT SERVICES	\$175,222	\$87,611	\$84,888	\$2,723
OFFICE SUPPLIES/PRINTING/BINDING	\$7,000	\$3,500	\$5,184	(\$1,684)
PERMITS/INSPECTIONS	\$1,500	\$750	\$0	\$750
PERSONNEL EXPENSES	\$228,336	\$114,168	\$117,327	(\$3,159)
SECURITY CONTRACT SERVICES	\$252,079	\$126,040	\$122,276	\$3,764
UTILITIES	\$209,331	\$104,666	\$95,657	\$9,008
TOTAL FIELD	\$998,978	\$499,489	\$485,675	\$13,814
<u>TOTAL PROJECT:</u>				
FIRST QUARTER OPERATING RESERVES	\$202,533	\$101,266	\$0	\$101,266
TOTAL PROJECT	\$202,533	\$101,266	\$0	\$101,266
TOTAL EXPENDITURES	\$1,348,522	\$690,779	\$736,013	(\$45,235)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(\$123,135)	\$520,209	\$597,850	\$77,641
OTHER FINANCING SOURCES/(USES):				
INTERFUND TRANSFER IN/(OUT)	(\$79,398)	(\$39,699)	\$27,000	\$66,699
GOLF COURSE CLOSING	\$0	\$0	(\$43,779)	(\$43,779)
TOTAL OTHER FINANCING SOURCES/(USES)	(\$79,398)	(\$39,699)	(\$16,779)	\$22,920
NET CHANGE IN FUND BALANCE	(\$202,533)	\$480,510	\$581,071	\$100,561
FUND BALANCE - Beginning	\$202,533		\$136,419	
FUND BALANCE - Ending	\$0		\$717,490	

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND - FY 2020

	ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:														
SPECIAL ASSESSMENTS	\$1,218,686	\$0	\$448,788	\$706,489	\$662	\$19,899	\$5,498	\$0	\$0	\$0	\$0	\$0	\$0	\$1,181,335
SPECIAL ASSESSMENTS-DIRECT	\$0	\$0	\$0	\$0	\$26,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,303
INTEREST EARNED	\$1,500	\$76	\$18	\$170	\$300	\$273	\$226	\$0	\$0	\$0	\$0	\$0	\$0	\$1,062
RENTAL FEES	\$5,200	\$400	\$150	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750
SECURITY GUARD REVENUE	\$0	\$0	\$400	\$200	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
TABLE RENTALS	\$0	\$50	\$20	\$20	\$60	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160
OFF DUTY OFFICER REVENUE	\$0	\$0	\$544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$544
CONTRIBUTIONS	\$0	\$775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775
MISCELLANEOUS INCOME	\$0	\$53	\$0	\$115,000	\$567	\$94	\$6,221	\$0	\$0	\$0	\$0	\$0	\$0	\$121,934
CARRY FORWARD SURPLUS	\$202,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,427,919	\$1,354	\$449,920	\$821,878	\$28,291	\$20,475	\$11,945	\$0	\$0	\$0	\$0	\$0	\$0	\$1,333,863

EXPENDITURES:

ADMINISTRATIVE

ARBITRAGE	\$1,200	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
ANNUAL AUDIT	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$40,000	\$4,261	\$1,644	\$1,628	\$3,027	\$6,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,310
COMPUTER TIME	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$500
DISSEMINATION	\$6,200	\$500	\$500	\$750	\$500	\$750	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
DUES, LICENSES AND SUBSCRIPTIONS	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
INSURANCE	\$33,036	\$30,893	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,393
LEGAL ADVERTISING	\$500	\$66	\$73	\$0	\$46	\$365	\$79	\$0	\$0	\$0	\$0	\$0	\$0	\$628
MANAGEMENT FEES	\$46,350	\$3,863	\$3,863	\$3,863	\$3,863	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,450
OFFICE SUPPLIES	\$300	\$0	\$0	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
OTHER CURRENT CHARGES	\$2,700	\$245	\$236	\$3,808	\$169	\$167	\$223	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848
GOLF COURSE STUDY	\$0	\$74,689	\$58,605	\$25,200	\$3,690	\$2,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164,282
POSTAGE	\$1,500	\$142	\$66	\$105	\$501	\$165	\$104	\$0	\$0	\$0	\$0	\$0	\$0	\$1,084
PRINTING AND BINDING	\$1,500	\$0	\$245	\$76	\$173	\$32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$526
TELEPHONE	\$50	\$0	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
TRUSTEE FEES	\$6,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ADM. EXPENDITURES	\$147,011	\$114,918	\$65,938	\$36,013	\$12,070	\$15,409	\$5,990	\$0	\$0	\$0	\$0	\$0	\$0	\$250,338

FIELD:

ATHLETIC EQUIPMENT	320.572.600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUILDING CONTRACT SERVICES		\$53,160												
SECURITY SERVICES	320.572.34510		\$1,055	\$1,650	\$0	\$876	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,581
CLEANING SERVICES	320.572.46010		\$3,280	\$3,280	\$3,280	\$3,280	\$3,280	\$3,280	\$0	\$0	\$0	\$0	\$0	\$19,680
POOL MAINTENANCE	320.572.46400		\$551	\$0	\$567	\$567	\$567	\$966	\$0	\$0	\$0	\$0	\$0	\$3,219
TOTAL BUILDING CONTRACT SERVICES		\$53,160	\$4,886	\$4,930	\$3,847	\$4,723	\$3,847	\$4,246	\$0	\$0	\$0	\$0	\$0	\$26,480
BUILDING /GROUNDS MAINTENANCE & SUPPLIES		\$31,350												
BUILDING MAINTENANCE/SUPPLIES	320.572.46020		\$1,199	\$1,317	\$2,417	\$6,096	\$1,211	\$577	\$0	\$0	\$0	\$0	\$0	\$12,819
GROUNDS MAINTENANCE/SUPPLIES	320.572.46030		\$1,223	\$419	\$308	\$435	\$0	\$160	\$0	\$0	\$0	\$0	\$0	\$2,544
PEST CONTROL	320.572.34800		\$79	\$128	\$128	\$207	\$128	\$0	\$0	\$0	\$0	\$0	\$0	\$670
TOTAL BUILDING /GROUNDS MAINTENANCE & SUPPLIES		\$31,350	\$2,501	\$1,864	\$2,853	\$6,738	\$1,339	\$737	\$0	\$0	\$0	\$0	\$0	\$16,033
CONTINGENCY	320.572.49000	\$30,000	\$1,200	\$244	\$2,961	\$3,102	\$0	\$69	\$0	\$0	\$0	\$0	\$0	\$7,576
ENGINEERING	310.513.31100	\$8,000	\$1,126	\$946	\$668	\$1,118	\$2,196	\$3,667	\$0	\$0	\$0	\$0	\$0	\$9,720
HFC SPECIAL EVENTS	320.572.49400	\$3,000	\$255	\$229	\$0	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$534

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND - FY 2020

		ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
LANDSCAPE/LAKE CONTRACT SERVICES		\$175,222													
LAKE MAINTENANCE	320.572.46500		\$970	\$970	\$700	\$1,940	\$970	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$6,250
LANDSCAPE MAINTENANCE	320.572.46200		\$12,718	\$12,468	\$12,468	\$12,718	\$12,468	\$14,968	\$0	\$0	\$0	\$0	\$0	\$0	\$77,807
IRRIGATION REPAIRS	320.572.46210		\$0	\$0	\$0	\$0	\$831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$831
TOTAL LANDSCAPE/LAKE CONTRACT SERVICES		\$175,222	\$13,688	\$13,438	\$13,168	\$14,658	\$14,269	\$15,668	\$0	\$0	\$0	\$0	\$0	\$0	\$84,888
OFFICE SUPPLIES/PRINTING/BINDING	320.572.51000	\$7,000	\$739	\$1,643	\$772	\$796	\$1,096	\$139	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184
PERMITS/INSPECTIONS	320.572.49300	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL EXPENSES		\$228,336													
EXERCISE INSTRUCTORS	320.572.34100		\$1,678	\$1,410	\$1,825	\$1,628	\$1,590	\$1,540	\$0	\$0	\$0	\$0	\$0	\$0	\$9,670
FICA EXPENSE	320.572.21000		\$1,074	\$1,108	\$1,098	\$1,704	\$1,096	\$1,092	\$0	\$0	\$0	\$0	\$0	\$0	\$7,171
HEALTH INSURANCE	320.572.23000		\$878	\$878	\$878	\$878	\$885	\$885	\$0	\$0	\$0	\$0	\$0	\$0	\$5,283
SALARIES	320.572.12000		\$14,037	\$14,482	\$14,348	\$22,279	\$14,326	\$13,888	\$0	\$0	\$0	\$0	\$0	\$0	\$93,361
INSURANCE	320.572.45000		\$1,842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,842
PERSONNEL EXPENSES		\$228,336	\$19,508	\$17,879	\$18,149	\$26,489	\$17,897	\$17,405	\$0	\$0	\$0	\$0	\$0	\$0	\$117,327
PLANT/TREE REPLACEMENT	320.572.46220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POND REPAIRS	320.572.46600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY CONTRACT SERVICES		\$252,079													
GATE ATTENDANTS	320.572.34500		\$18,701	\$18,119	\$23,908	\$18,746	\$18,813	\$18,660	\$0	\$0	\$0	\$0	\$0	\$0	\$116,946
OFF DUTY SECURITY-EVENTS	320.572.34501		\$0	\$983	\$944	\$0	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,089
VIDEO SECURITY-ADT	320.572.34520		\$134	\$100	\$1,311	\$0	\$64	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,608
SECURITY EXTRAS	320.572.34530		\$0	\$224	\$819	\$366	\$223	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,631
TOTAL SECURITY CONTRACT SERVICES		\$252,079	\$18,835	\$19,426	\$26,981	\$19,112	\$19,262	\$18,660	\$0	\$0	\$0	\$0	\$0	\$0	\$122,276
UTILITIES		\$209,331													
ELECTRIC	320.572.43000		\$7,099	\$10,973	\$10,467	\$9,795	\$11,102	\$10,619	\$0	\$0	\$0	\$0	\$0	\$0	\$60,053.94
REFUSE	320.572.34900		\$193	\$192	\$278	\$193	\$193	\$193	\$0	\$0	\$0	\$0	\$0	\$0	\$1,241.86
WATER	320.572.43200		\$2,182	\$3,938	\$3,082	\$2,591	\$3,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,914.22
TELEPHONE	320.572.41000		\$994	\$996	\$996	\$994	\$1,001	\$1,001	\$0	\$0	\$0	\$0	\$0	\$0	\$5,980.74
GAS/PROPANE	320.572.43100		\$1,222	\$1,668	\$3,630	\$2,546	\$2,312	\$2,087	\$0	\$0	\$0	\$0	\$0	\$0	\$13,466.32
MAINTENANCE	320.572.46000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
TOTAL UTILITIES		\$209,331	\$11,690	\$17,767	\$18,452	\$16,119	\$17,728	\$13,901	\$0	\$0	\$0	\$0	\$0	\$0	\$95,657
TOTAL FIELD EXPENDITURES		\$988,978	\$74,427	\$78,365	\$87,852	\$92,906	\$77,634	\$74,492	\$0	\$0	\$0	\$0	\$0	\$0	\$485,675
FIRST QUARTER OPERATING RESERVES		\$202,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER SOURCES/(USES)															
INTERFUND TRANSFER IN/(OUT)		(\$79,398)	\$27,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000
GOLF COURSE CLOSING		\$0	\$0	\$0	(\$43,779)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$43,779)
TOTAL OTHER SOURCES/(USES)		(\$79,398)	\$27,000	\$0	(\$43,779)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$16,779)
TOTAL EXPENDITURES		\$1,427,919	\$162,345	\$144,302	\$167,644	\$104,976	\$93,043	\$80,482	\$0	\$0	\$0	\$0	\$0	\$0	\$752,793
EXCESS/REVENUES(EXPENDITURES)		(\$0)	(\$160,991)	\$305,617	\$654,235	(\$76,685)	(\$72,568)	(\$68,537)	\$0	\$0	\$0	\$0	\$0	\$0	\$981,071

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
REVENUES:				
CAPITAL RESERVE - TRANSFER IN	\$79,398	\$0	\$0	\$0
CONTRIBUTIONS	\$0	\$0	\$3,000	\$3,000
INTEREST EARNED	\$1,000	\$500	\$2,817	\$2,317
TOTAL REVENUES	\$80,398	\$500	\$5,817	\$5,317
EXPENDITURES:				
BANK CHARGES	\$0	\$0	\$284	(\$284)
CAPITAL PROJECTS - FY19				
ANNUAL EXPENSES:				
ROAD REPAIRS ⁽¹⁾	\$25,000	\$12,500	\$18,054	(\$5,554)
EQUIPMENT-ATHLETIC	\$10,000	\$5,000	\$0	\$5,000
LANDSCAPE REPLACEMENT	\$15,000	\$7,500	\$244	\$7,256
OTHER CAPITAL PROJECT EXPENSES	\$10,000	\$5,000	\$0	\$5,000
SPECIFIC PROJECTS:				
WORKSHOP	\$10,000	\$5,000	\$0	\$5,000
SPLIT SYSTEM (AIR HANDLER)	\$25,000	\$12,500	\$0	\$12,500
POOL PLASTER	\$40,000	\$20,000	\$0	\$20,000
POOL HEATER/SAUNA	\$0	\$0	\$3,754	(\$3,754)
SIDEWALK TO NEW PARKING LOT	\$0	\$0	\$11,671	(\$11,671)
TOTAL EXPENDITURES	\$135,000	\$67,500	\$34,007	\$33,493
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(\$54,603)	(\$67,000)	(\$28,190)	\$38,810
OTHER FINANCIANG SOURCES/(USES):				
INTERFUND TRANSFER IN/(OUT)	\$0	\$0	(\$27,000)	(\$27,000)
TOTAL OTHER FINANCIANG SOURCES/(USES)	\$0	\$0	(\$27,000)	(\$27,000)
NET CHANGE IN FUND BALANCE	(\$54,603)	(\$67,000)	(\$55,190)	\$11,810
FUND BALANCE - Beginning	\$385,945		\$461,220	
FUND BALANCE - Ending	<u>\$331,342</u>		<u>\$406,030</u>	

⁽¹⁾ Road repairs not used during the current fiscal year will be set aside in an investment account to use for future road repairs.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2005A
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS - ON ROLL	\$394,800	\$387,113	\$387,113	\$0
SPECIAL ASSESSMENTS - OFF ROLL	\$31,497	\$5,363	\$5,363	\$0
SPECIAL ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$404,469	\$404,469
INTEREST EARNED	\$1,000	\$500	\$3,756	\$3,256
TOTAL REVENUES	<u>\$427,297</u>	<u>\$392,976</u>	<u>\$800,701</u>	<u>\$407,725</u>
<u>EXPENDITURES:</u>				
<u>SERIES 2005A:</u>				
INTEREST - 11/1	\$126,581	\$126,581	\$126,313	\$269
INTEREST - 5/1	\$126,581	\$0	\$0	\$0
PRINCIPAL - 5/1	\$175,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$10,000	\$10,000	\$55,000	(\$45,000)
TOTAL EXPENDITURES	<u>\$438,163</u>	<u>\$136,581</u>	<u>\$181,313</u>	<u>(\$44,731)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(\$10,866)</u>	<u>\$256,395</u>	<u>\$619,388</u>	<u>\$362,994</u>
<u>OTHER FINANCIANG SOURCES/(USES):</u>				
OTHER DEBT SERVICE COSTS	\$0	\$0	(\$6,573)	(\$6,573)
TOTAL OTHER FINANCIANG SOURCES/(USES)	<u>\$0</u>	<u>\$0</u>	<u>(\$6,573)</u>	<u>(\$6,573)</u>
NET CHANGE IN FUND BALANCE	<u>(\$10,866)</u>	<u>\$256,395</u>	<u>\$612,816</u>	<u>\$356,421</u>
FUND BALANCE - Beginning	\$176,224		\$485,204	
FUND BALANCE - Ending	<u>\$165,358</u>		<u>\$1,098,020</u>	

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2006A
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - ON ROLL	\$315,038	\$305,936	\$305,936	\$0
ASSESSMENTS - PPMTS	\$0	\$0	\$0	\$0
INTEREST INCOME	\$0	\$0	\$1,170	\$1,170
TOTAL REVENUES	<u>\$315,038</u>	<u>\$305,936</u>	<u>\$307,106</u>	<u>\$1,170</u>
<u>EXPENDITURES:</u>				
<u>SERIES 2006A:</u>				
INTEREST - 11/1	\$98,183	\$98,183	\$98,183	\$0
INTEREST - 5/1	\$98,183	\$0	\$0	\$0
PRINCIPAL - 5/1	\$115,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$15,000	\$15,000	\$35,000	(\$20,000)
TOTAL EXPENDITURES	<u>\$326,365</u>	<u>\$113,183</u>	<u>\$133,183</u>	<u>(\$20,000)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(\$11,327)</u>	<u>\$192,754</u>	<u>\$173,924</u>	<u>(\$18,830)</u>
<u>OTHER FINANCIANG SOURCES/(USES):</u>				
OTHER DEBT SERVICE COSTS	\$0	\$0	(\$7,390)	(\$7,390)
TOTAL OTHER FINANCIANG SOURCES/(USES)	<u>\$0</u>	<u>\$0</u>	<u>(\$7,390)</u>	<u>(\$7,390)</u>
NET CHANGE IN FUND BALANCE	<u>(\$11,327)</u>	<u>\$192,754</u>	<u>\$166,533</u>	<u>(\$26,220)</u>
FUND BALANCE - Beginning	\$137,677		\$214,963	
FUND BALANCE - Ending	<u>\$126,350</u>		<u>\$381,496</u>	
Maximum Annual Debt Service				

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2020

Series 2005A, Capital Improvement Revenue Bonds		
Interest Rate:	5.375%	
Maturity Date:	5/1/2036	\$4,710,000.00
Bonds outstanding - 9/30/2019		\$4,710,000.00
	November 1, 2019 (Special Call)	(\$55,000.00)
	May 1, 2020 (Mandatory)	\$0.00
Current Bonds Outstanding		\$4,655,000.00

Series 2006A, Capital Improvement Revenue Bonds		
Interest Rate:	5.300%	
Maturity Date:	5/1/2038	\$3,705,000.00
Bonds outstanding - 9/30/2019		\$3,705,000.00
	November 1, 2019 (Special Call)	(\$35,000.00)
	May 1, 2020 (Mandatory)	\$0.00
Current Bonds Outstanding		\$3,670,000.00

Total Current Bonds Outstanding		\$8,325,000.00
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LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS - SERIES 2006
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST EARNED	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
NET CHANGE IN FUND BALANCE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FUND BALANCE - Beginning	\$0		\$29	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$29</u>	

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

PROPRIETARY FUND

March 31, 2020

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND GOLF COURSE
<u>ASSETS</u>	
CURRENT ASSETS	
CASH	\$392,464
PETTY CASH	\$250
ACCOUNTS RECEIVABLE	\$17,685
DUE FROM OTHER FUNDS	\$43,251
DUE FROM OTHER-PRIOR OWNER	\$81,839
INVENTORY-FOOD	\$7,380
INVENTORY-LIQUOR	\$9,665
INVENTORY-PRO SHOP	\$66,395
<u>CAPITAL ASSETS</u>	
IMPROVEMENTS	\$240,000
TOTAL ASSETS	<u>\$858,929</u>
<u>LIABILITIES</u>	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$3,460
DUE TO GENERAL FUND	\$11,205
PRIZE FUND	\$3,988
SALES TAX PAYABLE	\$18,850
TOTAL LIABILITIES	<u>\$37,503</u>
<u>NET POSITION</u>	
UNRESTRICTED	\$821,425
TOTAL NET POSITION	<u>\$821,425</u>

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT

GOLF COURSE FUND

PROPRETARY FUND

FOR THE PERIOD ENDED MARCH 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
REVENUES:				
MEMBERSHIPS-GOLF	\$0	\$0	\$1,296,922	\$1,296,922
MERCHANDISE SALES	\$0	\$0	\$63,268	\$63,268
GREEN FEES	\$0	\$0	\$28,424	\$28,424
ALCOHOL SALES	\$0	\$0	\$43,774	\$43,774
FOOD & BEVERAGE SALES	\$0	\$0	\$53,338	\$53,338
MISCELLANEOUS INCOME	\$0	\$0	\$21,509	\$21,509
TOTAL REVENUES	\$0	\$0	\$1,507,234	\$1,507,234
EXPENDITURES				
ADMINISTRATIVE:				
ENGINEERING FEES	\$0	\$0	\$5,676	(\$5,676)
ATTORNEY FEES	\$0	\$0	\$63,932	(\$63,932)
MANGEMENT FEES	\$0	\$0	\$3,333	(\$3,333)
INSURANCE	\$0	\$0	\$12,286	(\$12,286)
BANK CHARGES	\$0	\$0	\$1,786	(\$1,786)
PAYROLL MANAGEMENT	\$0	\$0	\$9,000	(\$9,000)
MERCHANT FEES	\$0	\$0	\$188	(\$188)
CONTINGENCY	\$0	\$0	\$2,463	(\$2,463)
OFFICE SUPPLIES	\$0	\$0	\$121	(\$121)
FIELD:				
SALARIES	\$0	\$0	\$59,395	(\$59,395)
FICA EXPENSE	\$0	\$0	\$4,398	(\$4,398)
RENTALS & LEASES	\$0	\$0	\$110	(\$110)
DUES & LICENSES	\$0	\$0	\$150	(\$150)
RESTAURANT:				
SALARIES	\$0	\$0	\$65,697	(\$65,697)
FICA EXPENSE	\$0	\$0	\$4,931	(\$4,931)
UTILITIES	\$0	\$0	\$1,192	(\$1,192)
REPAIRS	\$0	\$0	\$2,665	(\$2,665)
PEST CONTROL	\$0	\$0	\$386	(\$386)
ENTERTAINMENT	\$0	\$0	\$2,100	(\$2,100)
KITCHEN EQUIP/SUPPLIES	\$0	\$0	\$913	(\$913)
PAPER & PLASTIC SUPPLIES	\$0	\$0	\$5,680	(\$5,680)
OPERATING SUPPLIES	\$0	\$0	\$336	(\$336)
FOOD COST	\$0	\$0	\$28,315	(\$28,315)
BEER COST	\$0	\$0	\$10,149	(\$10,149)
BEVERAGE COST	\$0	\$0	\$2,186	(\$2,186)
WINE COST	\$0	\$0	\$2,332	(\$2,332)
LIQUOR COST	\$0	\$0	\$3,371	(\$3,371)
COST OF GOOD SOLD	\$0	\$0	\$63	(\$63)
DUES & LICENSES	\$0	\$0	\$82	(\$82)
EQUIPMENT LEASE	\$0	\$0	\$573	(\$573)

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT

GOLF COURSE FUND

PROPRETARY FUND

FOR THE PERIOD ENDED MARCH 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
PRO SHOP:				
SALARIES	\$0	\$0	\$610	(\$610)
FICA EXPENSE	\$0	\$0	\$47	(\$47)
POS/BILLING	\$0	\$0	\$1,944	(\$1,944)
TELEPHONE	\$0	\$0	\$1,064	(\$1,064)
UTILITIES	\$0	\$0	\$2,114	(\$2,114)
REFUSE SERVICE	\$0	\$0	\$3,655	(\$3,655)
REPAIRS	\$0	\$0	\$1,534	(\$1,534)
PEST CONTROL	\$0	\$0	\$523	(\$523)
OPERATING SUPPLIES	\$0	\$0	\$1,338	(\$1,338)
DRIVING RANGE	\$0	\$0	\$3,299	(\$3,299)
COST OF GOOD SOLD	\$0	\$0	\$34,362	(\$34,362)
DUES & LICENSES	\$0	\$0	\$10,044	(\$10,044)
EQUIPMENT RENTAL	\$0	\$0	\$531	(\$531)
IT SERVICES	\$0	\$0	\$420	(\$420)
CAPTIAL OUTLAY	\$0	\$0	\$495	(\$495)
	\$0	\$0		
GOLF COURSE MAINTENANCE:				
EMPLOYEE INSURANCE	\$0	\$0	\$4,796	(\$4,796)
MAINTENANCE	\$0	\$0	\$325,226	(\$325,226)
TOTAL EXPENDITURES	\$0	\$0	\$685,809	(\$685,809)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURESS	\$0	\$0	\$821,425	\$821,425
NET CHANGE IN FUND BALANCES	\$0	\$0	\$821,425	\$821,425
FUND BALANCE-BEGINNING	\$0		\$0	
FUND BALANCE-ENDING	\$0		\$821,425	

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
 PROPRIETARY FUND - FY 2020

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:														
MEMBERSHIPS-GOLF	300.36200.1000C	\$0	\$0	\$1,250,760	\$17,737	\$16,634	\$11,791	\$0	- \$0	\$0	\$0	\$0	\$0	\$1,296,922
MERCHANDISE SALES	300.36200.1010C	\$0	\$0	\$3,534	\$6,474	\$14,952	\$38,308	\$0	\$0	\$0	\$0	\$0	\$0	\$63,268
GREEN FEES	300.36200.1020C	\$0	\$0	\$2,055	\$4,890	\$8,969	\$12,510	\$0	\$0	\$0	\$0	\$0	\$0	\$28,424
ALCOHOL SALES	300.36200.1030C	\$0	\$0	\$5,328	\$13,138	\$12,148	\$13,159	\$0	\$0	\$0	\$0	\$0	\$0	\$43,774
FOOD & BEVERAGE SALES	300.36200.1040C	\$0	\$0	\$5,328	\$17,710	\$16,773	\$13,527	\$0	\$0	\$0	\$0	\$0	\$0	\$53,338
MISCELLANEOUS INCOME	300.36900.1000C	\$0	\$0	\$21,489	\$103	(\$209)	\$126	\$0	\$0	\$0	\$0	\$0	\$0	\$21,509
TOTAL REVENUES		\$0	\$0	\$1,288,493	\$60,052	\$69,268	\$89,421	\$0	\$0	\$0	\$0	\$0	\$0	\$1,507,234
EXPENDITURES:														
ADMINISTRATIVE:														
ENGINEERING FEES	310.57200.3110C	\$0	\$0	\$2,025	\$1,240	\$1,803	\$608	\$0	\$0	\$0	\$0	\$0	\$0	\$5,676
ATTORNEY FEES	310.57200.3150C	\$0	\$0	\$48,929	\$7,637	\$7,366	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,932
MANAGEMENT FEES	310.57200.3400C	\$0	\$0	\$0	\$0	\$1,667	\$1,667	\$0	\$0	\$0	\$0	\$0	\$0	\$3,333
INSURANCE	310.57200.4500C	\$0	\$0	\$12,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,286
BANK CHARGES	310.57200.4900C	\$0	\$0	\$1,128	\$341	\$103	\$216	\$0	\$0	\$0	\$0	\$0	\$0	\$1,786
PAYROLL MANAGEMENT	310.57200.4900I	\$0	\$0	\$0	\$3,000	\$3,000	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
MERCHANT FEES	310.57200.4900J	\$0	\$0	\$0	\$0	\$0	\$188	\$0	\$0	\$0	\$0	\$0	\$0	\$188
CONTINGENCY	310.57200.4910C	\$0	\$0	\$2,463	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,463
OFFICE SUPPLIES	310.57200.5100C	\$0	\$0	\$0	\$0	\$32	\$89	\$0	\$0	\$0	\$0	\$0	\$0	\$121
TOTAL ADM. EXPENDITURES		\$0	\$0	\$66,830	\$12,218	\$13,970	\$5,767	\$0	\$0	\$0	\$0	\$0	\$0	\$98,785
FIELD:														
SALARIES	320.57200.1200C	\$0	\$0	\$2,959	\$15,842	\$16,181	\$24,413	\$0	\$0	\$0	\$0	\$0	\$0	\$59,395
FICA EXPENSE	320.57200.2100C	\$0	\$0	\$227	\$1,170	\$1,196	\$1,805	\$0	\$0	\$0	\$0	\$0	\$0	\$4,398
RENTALS & LEASES	320.57200.4400C	\$0	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110
DUES & LICENSES	320.57200.5400C	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL FIELD		\$0	\$0	\$3,296	\$17,162	\$17,377	\$26,218	\$0	\$0	\$0	\$0	\$0	\$0	\$64,053
RESTAURANT:														
SALARIES	330.57200.1200C	\$0	\$0	\$0	\$20,836	\$16,219	\$28,642	\$0	\$0	\$0	\$0	\$0	\$0	\$65,697
FICA EXPENSE	330.57200.2100C	\$0	\$0	\$0	\$1,576	\$1,223	\$2,133	\$0	\$0	\$0	\$0	\$0	\$0	\$4,931
UTILITIES	330.57200.4300C	\$0	\$0	\$522	\$0	\$201	\$470	\$0	\$0	\$0	\$0	\$0	\$0	\$1,192
REPAIRS	330.57200.4600C	\$0	\$0	\$35	\$325	\$1,910	\$395	\$0	\$0	\$0	\$0	\$0	\$0	\$2,665
PEST CONTROL	330.57200.4640C	\$0	\$0	\$80	\$80	\$150	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$386
ENTERTAINMENT	330.57200.4940C	\$0	\$0	\$150	\$1,350	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100
KITCHEN EQUIP/SUPPLIES	330.57200.5102E	\$0	\$0	\$127	\$389	\$282	\$116	\$0	\$0	\$0	\$0	\$0	\$0	\$913
PAPER & PLASTIC SUPPLIES	330.57200.5105C	\$0	\$0	\$462	\$1,777	\$1,391	\$2,050	\$0	\$0	\$0	\$0	\$0	\$0	\$5,680
OPERATING SUPPLIES	330.57200.5110C	\$0	\$0	\$0	\$229	\$0	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$336
FOOD COST	330.57200.5200C	\$0	\$0	\$2,410	\$10,409	\$8,098	\$7,397	\$0	\$0	\$0	\$0	\$0	\$0	\$28,315
BEER COST	330.57200.5210C	\$0	\$0	\$1,130	\$3,031	\$3,250	\$2,738	\$0	\$0	\$0	\$0	\$0	\$0	\$10,149
BEVERAGE COST	330.57200.5220C	\$0	\$0	\$362	\$495	\$575	\$754	\$0	\$0	\$0	\$0	\$0	\$0	\$2,186
WINE COST	330.57200.5230C	\$0	\$0	\$600	\$1,038	\$694	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,332
LIQUOR COST	330.57200.5240C	\$0	\$0	\$879	\$448	\$1,348	\$696	\$0	\$0	\$0	\$0	\$0	\$0	\$3,371
COST OF GOOD SOLD	330.57200.5250C	\$0	\$0	\$0	\$63	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
DUES & LICENSES	330.57200.5400C	\$0	\$0	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82
EQUIPMENT LEASE	330.57200.5460C	\$0	\$0	\$177	\$28	\$177	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$573
TOTAL RESTAURANT		\$0	\$0	\$7,016	\$42,074	\$36,118	\$45,763	\$0	\$0	\$0	\$0	\$0	\$0	\$130,970

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
 PROPRIETARY FUND - FY 2020

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
PRO SHOP:														
SALARIES	340.57200.1200C	\$0	\$0	\$0	\$527	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$610
FICA EXPENSE	340.57200.2100C	\$0	\$0	\$0	\$40	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47
POS/BILLING	340.57200.3510C	\$0	\$0	\$0	\$589	\$550	\$805	\$0	\$0	\$0	\$0	\$0	\$0	\$1,944
TELEPHONE	340.57200.4100C	\$0	\$0	\$0	\$623	\$0	\$440	\$0	\$0	\$0	\$0	\$0	\$0	\$1,064
UTILITIES	340.57200.4300C	\$0	\$0	\$0	\$0	\$2,114	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,114
REFUSE SERVICE	340.57200.4330C	\$0	\$0	\$0	\$2,910	\$745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,655
REPAIRS	340.57200.4600C	\$0	\$0	\$779	\$717	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,534
PEST CONTROL	340.57200.4640C	\$0	\$0	\$106	\$167	\$167	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$523
OPERATING SUPPLIES	340.57200.5110C	\$0	\$0	\$0	\$395	\$943	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,338
DRIVING RANGE	340.57200.5130C	\$0	\$0	\$0	\$1,128	\$0	\$2,171	\$0	\$0	\$0	\$0	\$0	\$0	\$3,299
COST OF GOOD SOLD	340.57200.5250C	\$0	\$0	\$0	\$7,824	\$24,986	\$1,552	\$0	\$0	\$0	\$0	\$0	\$0	\$34,362
DUES & LICENSES	340.57200.5400C	\$0	\$0	\$255	\$1,719	\$8,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,044
EQUIPMENT RENTAL	340.57200.5420C	\$0	\$0	\$0	\$0	\$117	\$414	\$0	\$0	\$0	\$0	\$0	\$0	\$531
IT SERVICES	340.57200.5450C	\$0	\$0	\$0	\$315	\$35	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$420
CAPITAL OUTLAY	340.57200.6000C	\$0	\$0	\$0	\$495	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495
TOTAL PRO SHOP		\$0	\$0	\$1,141	\$17,448	\$37,855	\$5,535	\$0	\$0	\$0	\$0	\$0	\$0	\$61,979
GOLF COURSE MAINTENANCE:														
EMPLOYEE INSURANCE	390.57200.2200C	\$0	\$0	\$1,279	\$1,279	\$901	\$1,337	\$0	\$0	\$0	\$0	\$0	\$0	\$4,796
MAINTENANCE	390.57200.4600C	\$0	\$0	\$45,208	\$93,429	\$93,295	\$93,295	\$0	\$0	\$0	\$0	\$0	\$0	\$325,226
TOTAL GOLF COURSE MAINTENANCE		\$0	\$0	\$46,487	\$94,707	\$94,195	\$94,632	\$0	\$0	\$0	\$0	\$0	\$0	\$330,022
TOTAL EXPENDITURES		\$0	\$0	\$124,770	\$183,608	\$199,516	\$177,915	\$0	\$0	\$0	\$0	\$0	\$0	\$685,809
EXCESS/REVENUES(EXPENDITURES)		\$0	\$0	\$1,163,724	(\$123,557)	(\$130,248)	(\$88,494)	\$0	\$0	\$0	\$0	\$0	\$0	\$821,425

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Lake Ashton Golf Financials

	Budgeted	December	January	February	March
<u>Net Position Propriety Fund</u>					
Cash		810,470	678,997	508,216	392,464
Inventory Liquor		7,380	7,380	7,380	7,380
Inventory Pro Shop		9,665	9,665	9,665	9,665
Due from General Fund		40,512			
Due from Prior Owner			63,361	81,839	81,839
Due from Other Funds				43,251	43,251
Improvements		240,000	240,000	240,000	240,000
Accounts Receivable			35,599	52,144	17,685
Inventory Food		7,380	7,380	7,380	7,380
Inventory Liquor		9,665	9,665	9,665	9,665
Inventory Pro Shop		66,395	66,395	66,395	66,395
Liabilities			134,841	168,030	37,503
Net Position (includes inventory)		1,153,541	966,806	934,404	521,425
To Date Expenditure Total		73,196	388,157	490,273	685,509
Monthly Expenditure Total			314,961	102,116	195,536

Food, Liquor, and Pro Shop inventories have not changed. During that period we have expenditures of \$46,353 in those categories

Improvements have been deducted from principle on bank note and should not be included in assets

December reflects payment from General Fund of \$40,512. This figure does not appear in General Fund expenditures nor carried forward as are other columns

no explanation of Dues from Other Fnds or from Previous Owner.

Have all Due amounts been paid?

Our curent Position is \$392,464 cash on hand with monthly expenses in excess of \$175,000. We run out of money (worse case) 15 June.

lake ashton II capital budget analysis

	Fiscal Years								
	2020	2021	2022	2023	2024	2025	2026	2027	2028
<u>Areas</u>									
<u>Golf Course Debt</u>		142,600	138,880	135,160	131,440	127,720			
<u>Capital Projects (Constant)</u>	21,946	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
<u>Capital Reserve Projects</u>	65,000	225,000	190,070	243,520	32,000	61,900	501,311	83,550	14,000
<u>Total</u>	86,946	427,600	388,950	438,680	223,440	249,620	560,311	143,550	74,000

<u>beginning fund balance</u>	394,584	666,584	510,984	394,034	227,536	276,096	298,476	10,165	138,615
<u>end of year balance</u>	307,638	238,984	122,034	<44,646>	4,096	26,476	<261,835>	<133,385>	64,615

Assessment Increase Impact

<u>400/yr</u>	272,000
<u>375/yr</u>	225,000
<u>350/yr</u>	238,000
<u>325/yr</u>	221,000
<u>300/yr</u>	204,000
<u>250/yr</u>	170,000

2020 reflects March financials and assumes all un committed capital projects are put on hold

Fund balances are based on an assessment of \$400 per year going forward. Every \$25 reduces revenues by \$17,000

Assumption is that with the exception of a few specific projects, each project , while not necessarily being addressed in a specific year,will have to be addressed during the stated period (2020-2026)

Following projects can be delayed to outside window:

2023 Milling Pebble Beach

2025 Tennis Court Seal Coating

2026 Milling Hogan,Back Nine, Mullgan, Greyhawke, Phoenecian