

Highland Meadows II
Community Development District

Agenda

October 20, 2020

AGENDA

Highland Meadows II

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

October 13, 2020

**Board of Supervisors
Highland Meadows II Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Highland Meadows II Community Development District** will be held **Tuesday, October 20, 2020 at 2:30 PM via Zoom Teleconference.**

Zoom Video Link: <https://zoom.us/j/91649216098>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 916 4921 6098

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers may also submit questions via phone or email to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the August 18, 2020 Board of Supervisors Meetings
4. Discussion Regarding Amenity Operations in Phase 3
5. Consideration of Phase 7/7A Conveyance Documents and Engineer's Certificate of Completion
6. Consideration of Resolution 2021-01 Declaring Phase 7/7A Complete
7. Consideration of Addendum to Yellowstone Contract to add Phase 7/7A
8. Ratification of Towing Services Agreement with S&S Towing & Recovery, LLC
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of "No Outlet" Sign on Merlin (*to be provided under separate cover*)

¹ Comments will be limited to three (3) minutes

- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 10. Other Business
- 11. Supervisors Requests
- 12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers may also submit questions via phone (407) 841-5524, or email jburns@gmscfl.com, to the District Manager by **Monday, October 19, 2020 at 1:00 PM**.

The third order of business is the approval of the minutes of the August 18, 2020 Board of Supervisors meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the Discussion Regarding Amenity Operations in Phase 3.

The fifth order of business is the Consideration of Phase 7/7A Conveyance Documents and Engineer's Certificate of Completion. A copy of the documents and certificate is included for your review.

The sixth order of business is the Consideration of Resolution 2021-01 Declaring Phase 7/7A Complete. The resolution is enclosed for your review.

The seventh order of business is the Consideration of Addendum to Yellowstone Contract to add Phase 7/7A.

The eighth order of business is the Ratification of Towing Services Agreement with S&S Towing & Recovery, LLC. A copy of the agreement is enclosed for your review.

The ninth order of business is Staff Reports. Section C includes the Field Manager's Report for your review. Sub-Section 1 is the Consideration of "No Outlet" Sign on Merlin. *This item will be provided under separate cover.* Section D is the District Manager's Report. Sub-Section 1 includes the approval of the check register and Sub-Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel
Dennis Wood, District Engineer
Jill Burns, GMS

MINUTES

**MINUTES OF MEETING
HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Highland Meadows II Community Development District was held on Tuesday, **August 18, 2020** at 2:32 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Milton Andrade	Assistant Secretary
Andrew Rhinehart	Assistant Secretary
Patrick Marone	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	Hopping Green & Sams
Michelle Rigoni	Hopping Green & Sams
Clayton Smith	GMS

The following is a summary of the discussions and actions taken at the August 18, 2020 Highland Meadows II Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and stated that the supervisors listed above were in attendance, constituting a quorum. The Zoom call was advertised as required by Florida statute.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that this portion of the agenda was for residents who had any comments on agenda items listed. If there were any items that were not on the agenda that residents wanted to discuss, it should occur at the public comment section at the end. She added that there would be

a Public Hearing on the budget as well, so if there were any comments regarding that matter they should take place during that time. Ms. Burns added if residents had any questions, they could use the Zoom “raise hand” feature, signifying that they had a question for the Board. Ms. Burns paused to see if there were any comments, and hearing none, the next item was followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 16, 2020 Board of Supervisors Meeting

Ms. Burns presented the minutes of the June 16th, 2020 Board of Supervisors meetings and asked for any comments, corrections, or additions to the minutes. The Board had no changes.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Minutes of the June 16, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

Ms. Burns stated that the Fiscal Year starts October 1st and runs through September 30th, 2021. She noted that the public hearing was advertised in the paper.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2020-10 Adoption of the District’s Fiscal Year 2021 Budget and Appropriating Funds

Ms. Burns stated that the budget was attached as Exhibit ‘A’, and they were not contemplating an increase to the assessments for the year. She then asked for resident comments, adding that they had 3 minutes to make comments. Hearing no comments, the next item followed.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Closing the Public Hearing, was approved.

Ms. Burns stated that changes were made to a couple of the line items. The Landscape Maintenance Budget allows for the current contract and also adding Phase 7. She noted that they anticipated it would be turned over soon. She added that additional funds were allocated under

Landscape Replacement such as palm tree pruning, replacement of plants at the amenities, and sod replacement in order to enhance looks and entry features. Ms. Burns noted that the fertilization line item amount was reduced, and that the street light line item included the addition of Phase 7. Under pool expenses, Ms. Burns stated that the contingency was increased with COVID and such regulations as they have needed more security and increased cleaning measures, and also added the point that they do not know how long this will go on. She noted that daily cleaning was added for the entire Fiscal Year 2021, per CDC guidelines, totaling \$17,400. Because of the unknown factors, she stated that they thought it would be best to continue that through the next year.

Ms. Burns stated that most other line items were the same, such as the same O&M Assessment per household. She asked if there were any questions.

Mr. Marone asked if because of the increase in the Landscape budget, if the District was anticipating that a lot had to be done. Ms. Burns responded that yes they were, and that Clayton Smith had proposals to take care of the issues in the current fiscal year that he would be presenting later in the meeting. Ms. Burns also noted that they had requested some items from CAS and did not receive the quote, therefore the items had not been taken care of yet, and that was why Mr. Smith got an answer from Yellowstone instead.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-10 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved.

ii. Consideration of Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that this resolution would adopt the assessment approval sent to Polk County to collect assessments for the upcoming year, incorporating the per lot assessment of \$626 for Operations and Maintenance based on the budget as well as the debt assessment. She asked for a motion to approve the resolution.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments (Phase 7/7A)

Ms. Burns stated that this area was previously direct billed, so this was the first time that an O&M Assessment would occur on Phase 7. She added a public hearing was advertised for this portion.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2020-12 Imposing Special Assessments for Phase 7/7A

Ms. Burns opened the floor for any audience comments on the current resolution, adding that the amounts would be the same as the rest of the community. However, because they were being levied the first time, they would have to go through a separate public hearing. She asked if any residents had questions.

Ms. Rigoni asked for clarification that because they were being levied for the first time that they would be able to be collected on the county tax roll, to which Ms. Burns answered yes. Ms. Burns asked for a motion to close the public hearing

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Closing the Public Hearing, was approved.

The Board had no questions on Resolution 2020-12.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-12 Imposing Special Assessments for Phase 7/7A, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-13 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021

Ms. Burns stated the schedule in the package contemplated leaving the current schedule the same, which consisted of the 3rd Tuesday of every month at 2:30 p.m. She noted that the

location would be at the Holiday Inn once in person meetings resumed, but that they would stay on Zoom until the Executive order from the Governor was lifted.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Resolution 2020-13 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni stated that the latest executive order issued by the governor was further extended until October 1st, therefore they would continue to meet on Zoom.

B. Engineer

The engineer was not attending, so the next item followed.

C. Field Manager's Report

i. Consideration of Proposal from Heritage Service Solutions, LLC for Fencer Repair Due to Washout

Mr. Smith stated he had several proposals that he would be reporting to the Board. He noted that he had the requested that the insurance company come out and do a walk of the property to point out any suggestions or recommendations that they had. They sent him a list, and the vast majority of items on the list that were reasonable and quick, were chosen to be done. The playground was cleaned up as well, such as pressure-washing underneath the benches and the playground itself, and the replacement of rusty swings. Mr. Smith added that there was a lot of sign maintenance that was accomplished per resident complaints about signs being obstructed or leaning. He also discussed the proposal for mail box covers, stating that he did a walkthrough with the contractor who then gave him an estimate of an average to do each mailbox, totaling \$183,000. He cautioned that the amount could get higher as well based off of other permitting costs, and everything would have to go through the city of Davenport to make sure that overhangs were allowed. Mr. Smith noted that he did not think it would be feasible, but that he at least wanted to bring it to the Board. He added that he could get more quotes but wanted to make sure the Board

wanted to go through with the process. The \$183,000 included structure and power, but did not include running water.

Ms. Burns added that this was a resident request to add structures over the mailboxes through the community and the Board had asked Clayton to look into it. She noted that there were not currently any funds in the budget for the current or upcoming fiscal year allocated to take on such a massive project, but the Board could look at possibly doing that in the future. She also pointed out that the mailboxes are owned and maintained by the HOA but they are on CDD property.

Ms. Rigoni added that they were different opinion among the Bond and Tax Counsels on whether that is an appropriate CDD cost, and she would have to do further research.

Mr. Smith pointed out that he did get proposal for painting or cleaning of the mailboxes, but that if they were the responsibility of the HOA, he could pass proposals on to them. He added that the contractor noted that the mailboxes would just need a cleaning like pressure washing. He also stated that the overhang costs could very well end up in the \$200,000 range.

Mr. Smith stated that the fence section repair proposal was part of a CDD fence on a hill that is behind homes along a pond. The bottom portion has eroded out and needs to be repaired, costing around \$8,450. The repair would consist of resetting the fence, grading it out, and re-sodding the area.

Mr. Marone asked how they could prevent it from happening again, and Mr. Smith responded that the re-sodding would go all the way to the top of the hill and behind the fence, making sure it's all level with a thick layer of sod. Mr. Marone asked if the \$8,450 was the total for repair work, and Mr. Smith responded yes. He added that it is about 25 panels long, and that he could send over more pictures if needed for consideration.

Mr. Marone asked if it included the grading and the sodding as well, to which Mr. Smith answered that it covers the grading but not the sod. Ms. Burns asked if the Board could approve the grading and fence repair work, and then do a separate approval for the sod after Mr. Smith received a quote from the landscaper to do the sod.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Proposal from Heritage Service Solutions, LLC for Fence Repair Due to Washout and Authorization for Mr. Smith to get a Quote from the Landscaper for Sod, was approved.

Mr. Smith stated that another resident concern had been about visibility issues when turning corners. He provided a map of his review of the community for the areas of concern, and explained that some of the roads where the odd side is on the side of the turn, there is a potential for cars to park and block the view at the stop sign. He explained that all of the areas were marked on the map, and that the yellow areas were places he had never seen someone park before, but that he highlighted it for a potential blockage of view, especially during the afternoons and evenings. He pointed out that the speed limit was 15 MPH, so it wasn't an extremely dangerous location. He also added that if they did void the parking in these areas, he wasn't sure where these residents could park. He stated that the solution, if the Board chose to approve, would be to tell the residents they could not park there. They would "yellow" the areas, and contact the towing company to notify them of the new prohibited spots.

Ms. Burns asked if the Board had a desire to pursue the parking restrictions, or if they wanted to continue to monitor it. Mr. Smith also pointed out that if some spots were voided, there was a chance that all would have to be voided because the same potential visibility issues existed at all of them.

Mr. Marone suggested leaving it in its current condition and they would continue to monitor the areas, and if it became an issue that needed to be addressed they would do so. Mr. Rhinehart agreed that they should monitor the situation, and Mr. Smith added that some of the worst areas were in the Nighthawk area, but he noted that they all have the possibility of causing an issue. Ms. Burns clarified that the Board would hold off on the decision and continue to monitor the area.

ii. Consideration of Proposal from Yellowstone Landscaping for Installation of Sod

Mr. Smith stated that some of the other quotes he had were under Landscape Improvements, including sodding areas in the 4B Area that have become difficult to mow. He also had two other quotes that did not make it into the packets because they came in after the agenda went out. The total came out to \$17,800, consisting of all three spots in the 4B Area that will need sod. Ms. Burn pointed out that the quote said that it was 4 tracts in Phase 4B.

Mr. Marone asked if this was part of the \$55,000 for the additional expenses coming in, and Mr. Smith answered that it was not these lots specifically, but that a lot of the quotes he presented had been ones that he was trying to accomplish for a while. However, because it took a

long time for the landscaper to get those quotes back to him, he wanted to push to get them done now. He also added that there was an area that residents wanted sodded, but that it would be better for next budget season.

Marone also asked if the \$17,854 was just one or all, and Mr. Smith and Ms. Burns explained that two other quotes had just come in that day. Mr. Smith explained that one was for trimming all of the palm trees around the pool, as well as removing one that died, and there was another for filling out the plants around the pool area and fences lines.

Ms. Burns asked if the Board wanted to consider the ones already included in the package for 4B before proceeding. Mr. Marone asked if the price seemed reasonable to Mr. Smith based on previous experience, to which Mr. Smith responded yes. He added that the quote was from the landscaper that is already at the District, so the sod would be warrantied as well.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Yellowstone Landscaping for Installation of Sod, totaling \$17,894.93 for Phase 4B, was approved.

Mr. Smith went on to explain the palm tree pruning quote, stating that it would be all of the trees around the pool, and added that it needs to be done at least once a year, if not twice, and that totaled out to be \$1,374. He pointed out it would include removing seed pods. He also stated that a lot of the area around the pond had a lot of need for a fill-in, including replacement and removal. He explained the last quote for the 4 B/C entrance at Patterson as well as at the other entrance, where there was a lot of need for plant replacement to fill in and make a simple and easy to maintain design. Ms. Burns added that the quote was \$6,105.25.

Mr. Andrade asked if this would be an annual item, or just a one-time process. Mr. Smith clarified it was only a one time cost.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Additional Proposals from Yellowstone, were approved

Mr. Marone asked for clarification that the palm tree maintenance that they voted on was only a one-time occurrence for the time being, to which Mr. Smith answered yes, and that they could reach out to Yellowstone as needed.

Mr. Smith added that they also had resident complaints about some of the sidewalks, and they went ahead and did a sidewalk review and put together a proposal to fix the issues found, including 35 identified locations as well as some small sectional and caulking replacements as well.

Ms. Burns added that the total for that was \$2,950, and clarified that there was \$6,000 in the budget for sidewalk repairs that they had not used during the current year.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Proposal for Sidewalk Repair Proposal, was approved.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns stated the check register was from May 1st to June 30th, totaling \$95,231.70. She asked if there were any questions regarding the check register through the month of June. The Board had no questions.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Check Register from May 1st to June 30th, totaling \$95,231.70, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials were in the packet for the Board’s review, and no action needed to be taken. With no questions, the next item followed.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

Prepared by and return to:
Roy Van Wyk, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 28 day of September, 2020, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, with a mailing address of 3020 South Florida Avenue, Lakeland, Florida 33803, hereinafter called the grantor, to HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

See attached **EXHIBIT A**

Subject to ad valorem real property taxes and non-ad valorem assessments for the year 2018 and subsequent years and to restrictions, covenants, conditions and easements of record; however, reference hereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; and that the grantor has good right and lawful authority to sell and convey said land.

Grantor reserves to itself and its successors and assigns a non-exclusive temporary easement over, across, upon and underneath the lands herein described for the purpose of ingress/egress and the installation, maintenance, repair of development improvements, and for other temporary uses not inconsistent with the use of the grantee of the lands herein conveyed from time to time. Unless

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

sooner terminated by written instrument signed by grantor and grantee, this temporary easement shall expire five (5) years from the date of recording this instrument. Nothing herein shall authorize any use of the lands herein conveyed by grantor in a manner that is inconsistent with any governmental permit, conservation easement or other land use restriction placed thereon, or the intended use of the lands herein conveyed.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

CLAYTON PROPERTIES GROUP, INC, a Tennessee corporation

Witnesses:

Chevon Crotty

Name: Chevon Crotty

[Signature]

Name: D. Joel Adams

Title: Vice-President

Baley Davis

Name: Baley Davis

STATE OF FLORIDA
COUNTY OF POIK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of SEPT, 2020, by D. Joel Adams, as Vice-President of Clayton Properties Group, Inc. He is personally known to me or has produced _____ (type of identification) as identification.

[Signature]

(Official Notary Signature & Seal)

Name: Cara Boswell

Personally Known

OR Produced Identification _____

Type of Identification _____

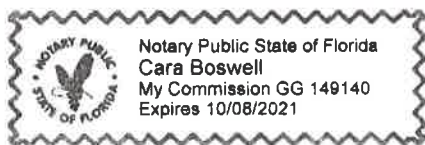


EXHIBIT A

TRACTS A, B, C, D, E, F, G, H, I AND, J, HIGHLAND MEADOWS PHASE 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 34 THROUGH 37, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

TRACTS A, B, C, D, AND E, SUMMERVIEW CROSSING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 28 THROUGH 29, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA

Prepared by/Return to:

Roy Van Wyk, Esquire
Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

LIMITED LIABILITY COMPANY CERTIFICATION

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared D. Joel Adams ("Affiant"), who after first being duly sworn deposes and states as follows:

1. THAT Affiant is a Vice President of Clayton Properties Group, Inc., a Tennessee corporation (the "Company").
2. THAT Affiant has the authority to sign on behalf of the Company.
3. THAT Affiant knows of his own knowledge that Company caused Articles of Organization to be executed and filed with the Department of State and has entered into an Operating Agreement and that the Company remains in good standing and the Articles of Organization and Operating Agreement have not been modified or amended as of the date hereof.
4. THAT, as of the date of this Affidavit, the Company is active and in good standing under the laws of the State of Florida and the State of Tennessee.
5. That said Company has not been dissolved during any period of time from the date of its inception to the date of this Affidavit by reason of or by means of, including, but not limited to:
 - (a) Expiration of the term or specific undertaking as set forth in the Articles of Organization;
 - (b) Expressed decision of all of the members;
 - (c) Expulsion of any member as set forth in the Articles of Organization or Operating Agreement;
 - (d) Activities in contravention of the Articles of Organization or Operating Agreement;
 - (e) Any event that makes it unlawful for the business to be carried on by the Company;
 - (f) Death of any member;

- (g) Bankruptcy of any member;
- (h) Dissolution of a member;
- (i) By an adjudication of dissolution of the Company by any court.

6. That all necessary actions required under the Articles of Organization and Operating Agreement of the Company, including obtaining any necessary consents from the members of the Company, have been taken in order to authorize the conveyance of certain property of the Company as is more particularly described on **Exhibit A** to the Highland Meadows II Community Development District, and that the undersigned, as Vice-President of the Company, is authorized to execute and deliver any and all documents necessary to effectuate the conveyance of such property.


FURTHER AFFIANT SAYETH NOT.



 D. Joel Adams

STATE OF FLORIDA
 COUNTY OF POIK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of sept., 2020, by D. Joel Adams, as Vice-President of Clayton Properties Group, Inc. He is personally known to me or has produced _____ (type of identification) as identification.



 (Official Notary Signature & Seal)
 Name: Cara Boswell
 Personally Known
 OR Produced Identification _____
 Type of Identification _____

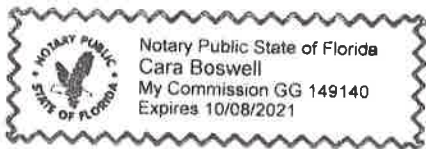


EXHIBIT A

TRACTS A, B, C, D, E, F, G, H, I AND, J, HIGHLAND MEADOWS PHASE 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 34 THROUGH 37, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

TRACTS A, B, C, D, AND E, SUMMERVIEW CROSSING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 28 THROUGH 29, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF POLK)

BEFORE ME, the undersigned authority, personally appeared D. Joel Adams ("Affiant") as Vice-President of **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, with a mailing address of 3020 South Florida Avenue, Lakeland, Florida 33803, who after first being duly sworn deposes and states as follows:

That Affiant knows of his own knowledge that **CLAYTON PROPERTIES GROUP, INC.**, ("Owner"), is the owner of the fee simple title in and to certain land located in Polk County, Florida described as follows:

See attached **Exhibit A**

That the above described land together with all improvements thereon ("Property"), is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

That, within the past ninety (90) days, Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of Owner which remain unpaid.

That no proceedings in bankruptcy or receivership have ever been instituted by or against Owner, nor has Owner ever made an assignment for the benefit of its creditors.

Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

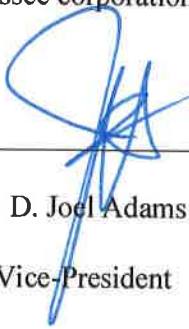
There are no matters pending against Affiant or Owner that could give rise to any lien(s) that could attach to the Property between September 24, 2020, and the recording of the deed of conveyance. The Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

DATED: 9/28, 2020

CLAYTON PROPERTIES GROUP, INC, a
Tennessee corporation

Witnesses:



Name: D. Joel Adams

Title: Vice-President

Chevon Crotty

Name: Chevon Crotty

Baley Dail

Name: Baley Davis

STATE OF FLORIDA
COUNTY OF POIK

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 28 day of sept, 2020, by D. Joel Adams, as Vice-President
of Clayton Properties Group, Inc. He is personally known to me or has produced
(type of identification) as identification.



(Official Notary Signature & Seal)

Name: Cara Boswell

Personally Known

OR Produced Identification

Type of Identification _____

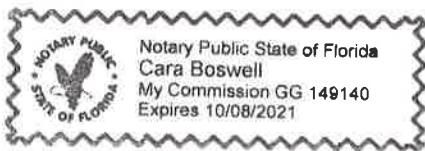


EXHIBIT "A"

LEGAL DESCRIPTION

TRACTS A, B, C, D, E, F, G, H, I AND, J, HIGHLAND MEADOWS PHASE 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 34 THROUGH 37, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

TRACTS A, B, C, D, AND E, SUMMerview CROSSING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 28 THROUGH 29, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA

QUIT CLAIM BILL OF SALE FOR WATER, SEWER, STORMWATER MANAGEMENT FACILITIES, ROADWAY IMPROVEMENTS AND RECREATIONAL IMPROVEMENTS

THIS BILL OF SALE is effective as of the 28th day of September, 2020, by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, with a mailing address of 3020 South Florida Avenue, Lakeland, Florida, hereinafter called the “**Grantor**,” to **HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address is 219 East Livingston, Orlando, Florida 32301, hereinafter called the “**Grantee**.”

BACKGROUND STATEMENT

This instrument is intended to quit claim and release all right, title and interest, if any, of Grantor in and to certain improvements located on or within the property as identified in **Exhibit A** (“**Property**”), including, but not limited to, the master infrastructure improvements identified as Phase 7/7A Improvements, as more specifically described in **Exhibit B** attached hereto.

NOW THEREFORE, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by the said Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby transfers, grants, conveys, and assigns to Grantee, but only to the extent of Grantor’s interest (subject to the Grantee’s reservations of rights as more fully set forth herein), if any, the following intangible and personal property rights (collectively, “**Improvements**”), to have and to hold for Grantee’s own use and benefit forever:

- a. All water, sewer, stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities providing drainage and related system components located within the Property described in **Exhibit A**; and
- b. All roadways, earthwork, and related improvements, located within the Property described in **Exhibit A**; and
- c. All amenity center improvements, including, but not limited to, the amenity buildings, landscaping, playground equipment, playing fields, tennis facilities, picnic areas, governmental permits, construction plans and/or design documents, and any and all fixtures, equipment, machinery, furniture, and other personal property placed or installed on or about within the Property described in **Exhibit A**; and
- d. On a non-exclusive basis and without prejudice to Grantor’s interests in or rights to, all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering reports and studies, surveys, testing, permits, approvals, and work product relating to items a. through c. listed above, but only to the extent they pertain to the Improvements and are so assignable or transferrable by Grantor; and
- e. On a non-exclusive basis and without prejudice to Grantor’s interests in or rights to, all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, affidavits (excluding lien waivers and Final Payment Affidavits), warranties, bonds, claims and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of items a. through c. listed above, but only to the extent they pertain to the Improvements and are so assignable or transferrable by Grantor.

To have and to hold the same unto the Grantee forever.

2. Grantor makes no representations or warranties with respect to the Improvements or with respect to Grantor's title to any such Improvements and all such Improvements are conveyed in their "as is" condition without warranty or representation of any kind. Grantee agrees to accept the Improvements in their "as is" condition. That said, the Grantor hereby assigns, transfers, and conveys to the Grantee any and all rights, on a non-exclusive basis and without out prejudice to Grantor's rights, against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification, if any. The Grantee is solely responsible for its use of the property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The Grantee further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Grantor is released from any liability in connection therewith, but only as to such revision or modification.

3. Notwithstanding anything to the contrary herein, the Grantor retains the right and an irrevocable and perpetual license to sue, enforce, sue upon, make claim under and upon, and other exercise of all right and remedies of the Grantee related to or arising from the Improvements and any interests otherwise assigned, transferred or conveyed hereunder. The parties agree to cooperate in the exercise of such rights, and the Grantor agrees to use best efforts not to exercise such rights in a manner which in the reasonable judgment of Grantee: (1) would be detrimental to the interests of the Grantee in the Improvements in any material respect and (2) such detrimental effect(s) cannot be reasonably avoided, remedied, or mitigated by Grantee. To the extent Grantor is hindered by any such determination of Grantee made under, and limited to, this Section 3 from exercising any rights or remedies with respect to the Improvements due to the assignments, transfers and conveyances effected by this Bill of Sale, Grantee hereby waives and releases the Grantor from all claims of any nature arising out of or relating to the Improvements.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, Florida Statutes, and other statutes and law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

Cheron Crotty
Printed Name:
Cheron Crotty

Baley Davis
Printed Name:
Baley Davis

By: [Signature]
Name: D. Joel Adamas
Title: Vice-President

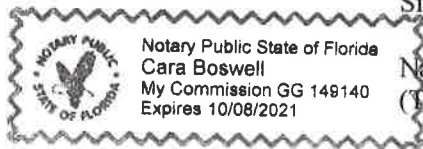
STATE OF FLORIDA
COUNTY OF POIK

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 28 day of Sept., 2020, by D. Joel Adams, as Vice-President of
Clayton Properties Group, Inc., on behalf of the company.

[Signature]

Signature of Notary Public

(SEAL)



Name of Notary Public
(Typed, Printed or Stamped)

Personally Known OR Produced Identification
Type of Identification Produced:

Exhibit A
Property

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities providing drainage and related system components located within and:

All roadways, earthwork, and related improvements, located within and:

All amenity improvements, including, but not limited to, the amenity building, landscaping, playground equipment, playing fields, picnic areas, governmental permits, construction plans and/or design documents, and any and all fixtures, equipment, machinery, furniture, and other personal property placed or installed on or about within:

TRACTS A, B, C, D, E, F, G, H, I AND, J, HIGHLAND MEADOWS PHASE 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 34 THROUGH 37, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

TRACTS A, B, C, D, AND E, SUMMERVIEW CROSSING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGES 28 THROUGH 29, OF THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA

Exhibit B
Form of Engineer's Certificate

**CERTIFICATE OF DISTRICT ENGINEER
FOR DEDICATION OF IMPROVEMENTS
CERTIFICATE REGARDING COMPLETION OF CONSTRUCTION
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)**

September 24, 2020

Highland Meadows II Community Development District
c/o Governmental Management Services Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801

Re: Certification of Completion
Highland Meadows II CDD – Series 2019 (Assessment Area Phase 7/7A Project)

This certificate is furnished in accordance with Section 5.01(c) of the Master Trust Indenture between the Highland Meadows II Community Development District and US Bank (the "Indenture"), and is intended to evidence the completion of the Assessment Area 7/7A Project undertaken by the Highland Meadows II Community Development District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture.

- I. The Assessment Area 7/7A Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Project have been paid for and acknowledgments of such payments have been obtained from all contractors and suppliers.
- II. All other facilities necessary in connection with the Assessment Area 7/7A Project have been constructed, acquired, and installed in accordance with the specifications therefore and all Costs and expenses incurred in connection therewith have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Assessment Area 7/7A Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- IV. The total Cost of the Assessment Area 7/7A Project was greater than the amount deposited in the Acquisition and Construction Fund resulting in no excess proceeds from the Assessment Area 7/7A Bonds in the Acquisition and Construction Account.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

Dated: _____

WOOD & ASSOCIATES ENGINEERING, LLC

By: Dennis L. Wood, P.E., District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Dennis Wood as Manager of Wood & Associates Engineering, LLC, a Florida limited liability company, on behalf of the company.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**CERTIFICATE REGARDING COMPLETION OF CONSTRUCTION
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)**

September 28, 2020

Highland Meadows II Community Development District
c/o Governmental Management Services Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801

Re: Certification of Completion
Highland Meadows II CDD – Series 2019 (Assessment Area Phase 7/7A Project)

This certificate is furnished in accordance with Section 5.01(c) of the Master Trust Indenture between the Highland Meadows II Community Development District and US Bank (the “Indenture”), and is intended to evidence the completion of the Assessment Area 7/7A Project undertaken by the Highland Meadows II Community Development District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture.

- I. The Assessment Area 7/7A Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Project have been paid for and acknowledgments of such payments have been obtained from all contractors and suppliers.
- II. All other facilities necessary in connection with the Assessment Area 7/7A Project have been constructed, acquired, and installed in accordance with the specifications therefore and all Costs and expenses incurred in connection therewith have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Assessment Area 7/7A Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- IV. The total Cost of the Assessment Area 7/7A Project was greater than the amount deposited in the Acquisition and Construction Fund resulting in no excess proceeds from the Assessment Area 7/7A Bonds in the Acquisition and Construction Account.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

Dated: 10-2-20

WOOD & ASSOCIATES ENGINEERING, LLC

D - Wood
By: Dennis L. Wood, P.E., District Engineer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of October, 2020, by Dennis Wood as Manager of Wood & Associates Engineering, LLC, a Florida limited liability company, on behalf of the company.



Stefanie N. Rowan
Signature of Notary Public
Stefanie N. Rowan
Name of Notary Public
(Typed, Printed or Stamped)

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

SECTION VI

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2019 PROJECT IS COMPLETE; DECLARING THE SERIES 2019 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2019 BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows II Community Development District ("**District**") was established by Ordinance No. 761, duly enacted by the City Commission of the City of Davenport, Florida ("**City**") on May 28, 2014, as amended by Ordinance Nos. 773, 803 and 889, duly enacted by the City Commission of the City on July 27, 2015, December 12, 2016, and June 3, 2019, respectively, and approved by Resolution No. 16-135 and Resolution 19-021, adopted by the Board of County Commissioners of Polk County, Florida ("**County**") on November 1, 2016 and March 19, 2019, respectively (collectively, the "**Ordinance**"), for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District adopted Resolution No. 2014-09, dated June 5, 2015, as amended by Resolution 2019-14, dated August 14, 2019, and Resolution 2019-15, dated September 11, 2019 (collectively, the "**Original Authorizing Resolution**") authorizing the issuance of not to exceed \$30,000,000 in aggregate principal amount of its Special Assessment Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act;

WHEREAS, the District duly authorized and issued its \$5,765,000 Highland Meadows II Community Development District Special Assessment Bonds, Series 2019 (Assessment Area 7/7A Project) ("**Series 2019 Bonds**"), for the purpose of funding the construction, installation, and acquisition of public infrastructure, improvements, and services; and

WHEREAS, the *Supplemental Engineer's Report Highland Meadows 7 and 7A for Capital Improvements*, dated June 6, 2019, as further supplemented in that *Supplemental Engineer's Report 2 for Capital Improvements*, dated November 19, 2019, attached to this Resolution as **Composite Exhibit A** (together, the "**Engineer's Report**"), identifies and describes the components of the project financed with the Series 2019 Bonds ("**Series 2019 Project**"); and

WHEREAS, the Engineer's Report estimated capital costs totaling \$5,087,500, for the Series 2019 Project ("**Total Project Costs**"); and

WHEREAS, pursuant to the terms of the *Master Assessment Methodology (Phase 7/7A)*, dated June 20, 2019, as supplemented by the *Supplemental Assessment Methodology (Phase 7 and Phase 7A)*, dated November 19, 2019, attached to this Resolution as **Composite Exhibit B** (collectively the “**Assessment Methodology**”), the estimated total costs of the Series 2019 Project to be funded by the sale of bonds and secured by assessments, inclusive of capital costs, financing costs, capitalized interest, reserve funds and contingencies totaled approximately \$5,765,000; and

WHEREAS, on June 20, 2019, the Board adopted Resolution 2019-07, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

WHEREAS, on August 14, 2019, the Board, after notice and public hearing, met as an Equalizing Board pursuant to the provision of Section 170.08, *Florida Statutes*, and adopted Resolution 2019-12, authorizing the Series 2019 Project described therein, equalizing and levying special assessments to defray a portion of the Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes* (“**Special Assessment Lien**”); and

WHEREAS, the Series 2019 Project specially benefits the developable acreage in the District as set forth in Resolution 2019-12 and the Assessment Methodology, and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2019 Project financed with the Series 2019 Bonds to the specially benefitted properties within the District as set forth in Resolution 2019-12, and this Resolution; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the Master Trust Indenture dated October 1, 2014 (the “**Master Indenture**”), as supplemented by a Eighth Supplemental Trust Indenture dated December 1, 2019 (the “**Eighth Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) between the District and U.S. Bank National Association, as Trustee, the District Engineer executed and delivered a Certificate Regarding Completion of Construction dated September 28, 2020, (“**Engineer’s Certification**”), attached hereto as **Exhibit C**, wherein the District Engineer certified the Series 2019 Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer’s Certification evidencing the completion date of the Series 2019 Project as described above, the Board desires to certify the Series 2019 Project complete in accordance with the Indenture; and

WHEREAS, the actual costs incurred to complete the Series 2019 Project exceeded all amounts on deposit in the Acquisition and Construction Fund resulting in a zero balance.

NOW, THEREFORE, be it resolved by the Board of Supervisors of the Highland Meadows II Community Development District:

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

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of Resolution 2019-12.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2019 PROJECT. The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as **Exhibit C**, certifying the Series 2019 Project, complete and upon reliance thereon, certifies the Series 2019 Project complete in accordance with Resolution 2019-12, and the Indenture. The Date of Completion, as that term is defined in the Indenture, shall be the date of this Resolution.

SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2019 BONDS. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2019-12, special assessments securing the Series 2019 Bonds are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the total actual costs of the Series 2019 Project. Because the total actual costs exceeded the amount of the assessments as originally made, there is no applicable credit to be applied. **Exhibit D** attached hereto and incorporated herein by this reference reflects the amortization schedule of the Series 2019 Bonds after the closing of the Acquisition and Construction Account. As provided in Resolution 2019-12, the assessments levied reflect the outstanding debt due on the Series 2019 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2019-12, the special assessments on parcels specially benefitted by the Series 2019 Project are hereby finalized in accordance with the final assessment roll, attached hereto as **Exhibit E**, which reflects the assessments on the parcels benefitted by the Series 2019 Bonds.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2019-12 which remains in full force and effect. This Resolution and Resolution 2019-12 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

SECTION 7. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 20th day of October, 2020.

Attest:

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Comp. Exhibit A: *Supplemental Engineer's Report for Capital Improvements*, dated June 6, 2019, as further supplemented in that *Supplemental Engineer's Report 2 for Capital Improvements*, dated November 19, 2019
- Comp. Exhibit B: *Master Assessment Methodology (Phase 7/7A)*, dated June 20, 2019, as supplemented by the *Supplemental Assessment Methodology (Phase 7 and Phase 7A)*, dated November 19, 2019
- Exhibit C: *Engineer's Certification*, dated September 28, 2020
- Exhibit D: Debt Service Requirements
- Exhibit E: Final Assessment Roll

EXHIBIT A

*Highland Meadows II Community Development District Supplemental Engineer's Report
for Capital Improvements, dated June 6, 2019, as further supplemented in that
Supplemental Engineer's Report 2 for Capital Improvements, dated November 19, 2019*

**HIGHLAND MEADOWS II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL ENGINEER'S REPORT
HIGHLAND MEADOWS 7 AND 7A
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**BOARD OF SUPERVISORS
HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:



1925 Bartow Road • Lakeland, FL 33801 • 863-940-2040

June 6, 2019

**HIGHLAND MEADOWS II CDD
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I.	INTRODUCTION	1-2
II.	PURPOSE AND SCOPE	2-3
III.	THE DEVELOPMENT	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS	4
	Stormwater Management Facilities	4-5
	Public Roadways.....	5
	Water and Wastewater Facilities	6
	Off-site Improvements	6
	Amenities and Parks.....	7
	Electric and Lighting.....	7
	Entry Feature, Landscaping, and Irrigation.....	7
	Miscellaneous	7
VI.	PERMITTING	8
VII.	RECOMMENDATION.....	9
VIII.	REPORT MODIFICATION.....	9
IX.	CONCLUSION.....	10

LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Existing District Legal Description

EXHIBIT 3- Expansion Parcels Legal Description

EXHIBIT 4- Overall CDD Legal Description

EXHIBIT 5- Future Land Use & Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**SUPPLEMENTAL
ENGINEER'S REPORT
HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Highland Meadows II Community Development District (the "District" and also referred to herein as the "CDD") is located east of Hwy 27, west of US 17/92 and north and south of Patterson Road in unincorporated Polk County, Florida (the "County"). A portion of the District lies in the City of Davenport, Florida ("Davenport") as well as in the City of Haines City, Florida ("Haines City"), all of which comprises a portion of the County. The District currently contains approximately 332.59 acres, and is expected to consist of 1,462 single family lots, recreation and amenity areas, parks, and associated infrastructure.

The CDD was established under City of Davenport Ordinance No. 761, which was approved by the City Commission of the City of Davenport (the "City Commission") on May 29, 2014. The CDD boundary was expanded under the City of Davenport Ordinances No. 773, which was adopted by the City Commission on July 22, 2015, and Ordinance No. 803, which was adopted by the City Commission on December 12, 2016. This Supplemental Engineer's Report amends the previously adopted Engineer's Report to reflect the addition of lands to the District by Ordinance No. 889, which was approved by the City Commission. The additional lands are reflected as part of Phases 7 and 7A. Phases 7 and 7A are located within unincorporated Polk County and will be annexed into the City of Haines City upon completion of construction. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in Phases 7 and 7A. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for Phase 7A and are currently being permitted for Phase 7 and the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The Highland Meadows II CDD will consist of 1,462 single-family homes and associated infrastructure (“Development”). The Development is a planned residential community located east of Highway 27, west of US 17/92, north and south of Patterson Road all within the City of Davenport, the City of Haines City, and the County. Phase 7 and 7A have received PD zoning approval in the County and has an underlying Future Land Use Designation of RL-4X. The expansion of the Development will be constructed in two (2) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 7 and 7A. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights within the public right of way will be funded by the District.

As a part of the recreational component of the CIP, a public park will be constructed adjacent to the entry roads to Phase 7 and will have connectivity via walking trails to the other portions of the District. The public park will be accessed by the public roadways and walking trails.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City of Davenport, City of Haines City, the County, and the SWFWMD. There are no known surface waters or natural wetlands on or immediately adjacent to the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0240G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation is required, but if any is required proper mitigation shall be provided.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider for Highland Meadows Phase 7 and Highland Meadows Phase 7A will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. No Lift stations are anticipated for this CIP. Flow from the sites shall be connected to a gravity sewer system along Patterson Road and a gravity sewer system in the Patterson Grove Subdivision to the east of Phase 7.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with Phase 7 & 7A of the CIP are anticipated for completion by 2020. Upon completion of the improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Polk County Environmental Protection Commission (HCEPC) (wastewater collection) and the City of Haines City.

Amenities and Parks

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by DUKE. Electric facilities funded by the District will be owned and maintained by the District, with DUKE providing underground electrical service to the Development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD or enter into a lease with DUKE. These lights will either be owned, operated and maintained by the District or if leased by DUKE after dedication, with the District funding maintenance services.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), and the City of Haines City and the County construction plan approval. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the CIP boundaries; therefore, no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 7

Permits / Approvals	Approval / Expected Date
Zoning Approval (Polk County PD)	Approved
SWFWMD ERP	August 2019
FDEP Water	August 2019
FDEP Sewer	August 2019
FDEP NOI	After Contract Awarded

PHASE 7A (Summerview Crossing)

Permits / Approvals	Approval / Expected Date
Zoning Approval (Polk County PD)	Approved
SWFWMD ERP	Approved
FDEP Water	Approved
FDEP Sewer	Approved
FDEP NOI	After Contract Awarded

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of Polk County, City of Haines City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD the City of Haines City, and Polk County regulations.

VIII. REPORT MODIFICATION

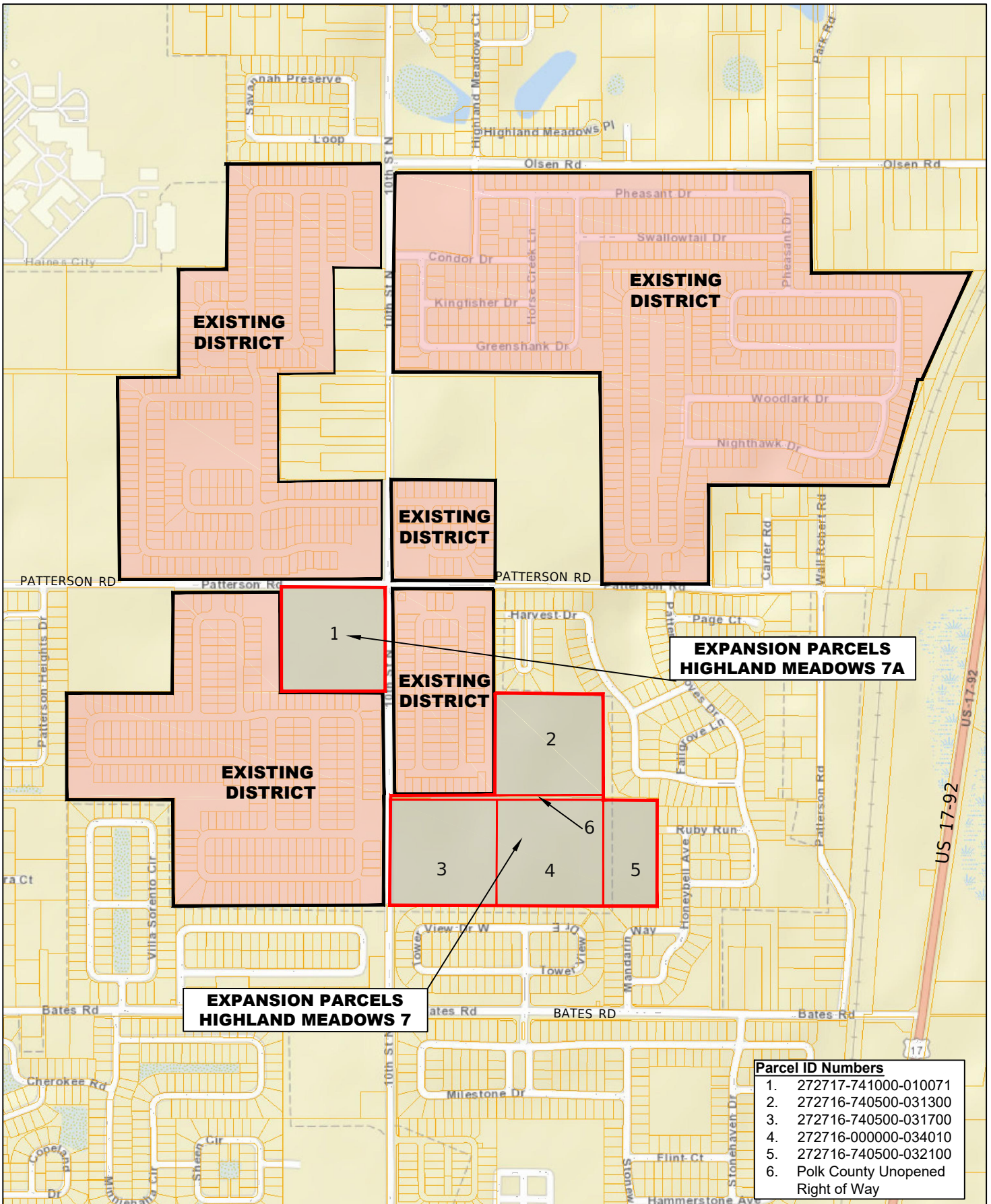
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



**HIGHLAND MEADOWS II CDD
EXISTING DISTRICT**

ALL OF TRACTS 6, 7, 8, 10 AND 11, AND A PORTION OF TRACT 12, ALL IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE N-89°51'02"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 10, 11, AND 12, A DISTANCE OF 994.57 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 641.56 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°38'36"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACT 12, A DISTANCE OF 331.55 FEET TO THE NORTHEAST CORNER OF SAID TRACT 12, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE AFORESAID TRACT 6; THENCE N-00°15'04"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 6, A DISTANCE OF 638.14 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°33'51"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACTS 6, 7 AND 8, A DISTANCE OF 979.73 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8; THENCE S-00°14'46"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 8, A DISTANCE OF 636.78 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N-89°38'36"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 8, A DISTANCE OF 316.55 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 10; THENCE S-00°14'52"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 10, A DISTANCE OF 637.96 FEET TO THE POINT OF BEGINNING; LESS THAT PART OF SAID TRACT 12 CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8393, PAGES 2173-2174, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE SOUTH AND EAST SIDES THEREOF FOR CRO MARTIE ROAD AND 10 TH STREET NORTH ;

AND

ALL OF TRACTS 21, 22 AND 27, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 27; THENCE S-89°51'47"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 331.45 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N-00°15'04"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 27, A DISTANCE OF 639.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID TRACT 21; THENCE N-89°59'37"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 21, A DISTANCE OF 331.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 21, A DISTANCE OF 640.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°51'02"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 21 AND THE NORTH BOUNDARY OF THE AFORESAID TRACT 22, A DISTANCE OF 663.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE S-00°14'58"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 22, A DISTANCE OF 638.42 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 22, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 27; THENCE S-00°14'58"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 27, A DISTANCE OF 638.42 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;

AND

ALL OF TRACTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15 AND 16, IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE N-89°54'27"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 AND 10, A DISTANCE OF 649.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE N-00°22'00"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 10, A DISTANCE OF 640.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID TRACT 6; THENCE S-89°59'45"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 6 AND 5, A DISTANCE OF 664.51 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 5, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 13; THENCE S-00°19'36"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 13, A DISTANCE OF 639.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N-89°54'27"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 13, 14, 15 AND 16, A DISTANCE OF 1314.94 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N-00°14'46"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 16 AND THE WEST BOUNDARY OF THE AFORESAID TRACT 1, A DISTANCE OF 1273.58 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1; THENCE N-89°53'58"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACTS 1, 2, 3, 4, 5, 6, 7 AND 8, A DISTANCE OF 2626.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 8, A DISTANCE OF 641.23 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 8, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 9; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 9, A DISTANCE OF 641.23 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;



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OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2
HIGHLAND MEADOWS II CDD
EXISTING DISTRICT
LEGAL DESCRIPTION

**HIGHLAND MEADOWS II CDD
EXISTING DISTRICT**

AND

ALL THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE RAILROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE N-00°24'24"-W ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 656.25 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE S-89°57'54"-E, ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1046.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5766.11 FEET, SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD; THENCE SOUTHWESTERLY ALONG SAID CURVE, AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/DELTA OF 7°11'37", (CHORD=723.47 FEET, CHORD BEARING=S-24°36'07"-W) FOR A DISTANCE OF 723.95 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9; THENCE N-89°49'47"-W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 740.34 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE N-89°48'41"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 665.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE S-00°22'00"-E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 655.13 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N-89°36'09"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 665.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N-00°19'36"-W, ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1308.01 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE S-89°54'27"-E, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 664.98 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S-89°54'27"-E, ALONG THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 664.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 656.25 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;

AND

THAT PART OF TRACTS 17 AND 18 LYING WEST OF THE RAILROAD IN THE SOUTHEAST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N-00°24'24"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 641.27 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17; THENCE S-89°49'47"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 17 AND THE NORTH BOUNDARY OF THE AFORESAID TRACT 18, A DISTANCE OF 650.00 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT 18; THENCE S-00°24'25"-E ALONG THE EAST BOUNDARY OF AFORESAID TRACT 18, A DISTANCE OF 187.84 FEET TO A NON-TANGENT INTERSECTION WITH THE WEST RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5766.11 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 04°41'49", (CHORD=472.57 FEET, CHORD BEARING=S-16°28'42"-W) FOR A DISTANCE OF 472.70 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED TRACT 18; THENCE N-89°48'41"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 18 AND THE SOUTH BOUNDARY OF THE AFORESAID TRACT 17, A DISTANCE OF 512.74 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE NORTH SIDE THEREOF FOR CRO MARTIE ROAD AND ON THE WEST SIDE THEREOF FOR WALL ROBERT ROAD;

AND

ALL OF TRACT 28, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE S-89°51'47"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 331.48 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 28, A DISTANCE OF 640.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT 28; THENCE S-89°59'37"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 28, A DISTANCE OF 331.50 FEET TO THE NORTHEAST CORNER OF SAID TRACT 28; THENCE S-00°15'04"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 28, A DISTANCE OF 639.25 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28 AND THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY.



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**EXHIBIT 2
HIGHLAND MEADOWS II CDD
EXISTING DISTRICT
LEGAL DESCRIPTION**

**HIGHLAND MEADOWS II CDD
EXISTING DISTRICT**

AND

TRACTS 11 AND 12 IN THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 25 AND 26 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE SOUTH AND EAST SIDE THEREOF FOR PATTERSON ROAD AND 10 TH STREET NORTH.

AND

TRACT 20 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 29 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 31 AND 32 IN THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 1, 2, 15 AND 16 IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 5, 6, 11, 12, 13 AND 14 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE NORTH HALF OF TRACT 9 AND THE NORTH HALF OF TRACT 10 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE SOUTH HALF OF TRACT 9 AND THE SOUTH HALF OF TRACT 10 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 21, 22, 23, AND 24 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXISTING CDD CONTAINS 288 ACRES, MORE OR LESS.



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**EXHIBIT 2
HIGHLAND MEADOWS II CDD
EXISTING DISTRICT
LEGAL DESCRIPTION**

**HIGHLAND MEADOWS II CDD
EXPANSION PARCELS**

TRACTS 7 AND 8 IN THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGIN AT A 5/8" STEEL IRON ROD AND CAP" PORTER 3340" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 7, AND RUN ALONG THE NORTH LINE OF SAID TRACTS 7 AND 8 N-89°51'18"-E, 647.80 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE EAST LINE OF SAID TRACT 8 S-00°21'57"-E, 642.17 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 7 AND 8 S-89°50'42"-W, 647.60 FEET TO A 4" CONCRETE MONUMENT AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE ALONG THE WEST LINE OF SAID TRACT 7 N-00°23'19"-W, 642.29 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9.55 ACRES, MORE OR LESS.

AND

ALL THAT PART OF TRACTS 13 AND 14, TOGETHER WITH THE PLATTED UN-OPENED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS 13 AND 14, TRACTS 17 AND 18, TOGETHER WITH THE SOUTH 1/2 OF THE PLATTED UNOPENED RIGHT-OF-WAY LYING NORTH OF SAID TRACTS 17 AND 18, AND TRACT 21, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED RIGHT-OF-WAY LYING NORTH OF SAID TRACT 21, ALL IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF PATTERSON HEIGHTS AS RECORDED IN PLAT BOOK 138, PAGES 4-10, AND THE EAST BOUNDARY OF RESERVE AT HIGHLAND MEADOWS AS RECORDED IN PLAT BOOK 164, PAGES 41-42, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SAID POINT BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED TRACT 14; THENCE SOUTH 89°41'13" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE NORTH BOUNDARIES OF TRACT 14 AND 13, A DISTANCE OF 666.06 FEET; THENCE SOUTH 00°22'27" EAST, ALONG THE WESTERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE EAST BOUNDARY OF SAID TRACT 13, A DISTANCE OF 657.14 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACT 21; THENCE SOUTH 89°44'50" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 333.10 FEET TO THE WESTERLY BOUNDARY OF THE AFORESAID PATTERSON HEIGHTS; THENCE SOUTH 00°22'50" EAST, ALONG SAID WESTERLY BOUNDARY OF PATTERSON HEIGHTS, A DISTANCE OF 656.79 FEET; THENCE NORTH 89°48'27" WEST, ALONG THE NORTHERLY BOUNDARY OF PATTERSON HEIGHTS, A DISTANCE OF 333.17 FEET TO THE NORTHEAST CORNER OF TOWER VIEW ESTATES AS RECORDED IN PLAT BOOK 131, PAGES 1-2 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°48'11" WEST, ALONG THE NORTH BOUNDARY OF SAID TOWER VIEW ESTATES, A DISTANCE OF 1316.93 FEET TO THE EAST RIGHT-OF-WAY OF 10TH STREET NORTH ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°22'02" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 661.92 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACTS 17 AND 18; THENCE SOUTH 89°44'44" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 646.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY OF THE AFOREMENTIONED RESERVE AT HIGHLAND MEADOWS; THENCE NORTH 00°00'53" EAST, ALONG SAID EXTENSION AND SAID EAST BOUNDARY, A DISTANCE OF 654.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 35.04 ACRES, MORE OR LESS.

AND

EXPANSION PARCELS CONTAIN 44.59 ACRES MORE OR LESS.



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**EXHIBIT 3
HIGHLAND MEADOWS II CDD
EXPANSION PARCELS
LEGAL DESCRIPTION**

**HIGHLAND MEADOWS II CDD
AMENDED DISTRICT**

ALL OF TRACTS 6, 7, 8, 10 AND 11, AND A PORTION OF TRACT 12, ALL IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE N-89°51'02"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 10, 11, AND 12, A DISTANCE OF 994.57 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 641.56 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°38'36"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACT 12, A DISTANCE OF 331.55 FEET TO THE NORTHEAST CORNER OF SAID TRACT 12, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE AFORESAID TRACT 6; THENCE N-00°15'04"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 6, A DISTANCE OF 638.14 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°33'51"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACTS 6, 7 AND 8, A DISTANCE OF 979.73 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8; THENCE S-00°14'46"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 8, A DISTANCE OF 636.78 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N-89°38'36"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 8, A DISTANCE OF 316.55 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 10; THENCE S-00°14'52"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 10, A DISTANCE OF 637.96 FEET TO THE POINT OF BEGINNING; LESS THAT PART OF SAID TRACT 12 CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8393, PAGES 2173-2174, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE SOUTH AND EAST SIDES THEREOF FOR CRO MARTIE ROAD AND 10 TH STREET NORTH ;

AND

ALL OF TRACTS 21, 22 AND 27, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 27; THENCE S-89°51'47"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 331.45 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N-00°15'04"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 27, A DISTANCE OF 639.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID TRACT 21; THENCE N-89°59'37"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 21, A DISTANCE OF 331.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 21, A DISTANCE OF 640.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S-89°51'02"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 21 AND THE NORTH BOUNDARY OF THE AFORESAID TRACT 22, A DISTANCE OF 663.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE S-00°14'58"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 22, A DISTANCE OF 638.42 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 22, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 27; THENCE S-00°14'58"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 27, A DISTANCE OF 638.42 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;

AND

ALL OF TRACTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15 AND 16, IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE N-89°54'27"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 AND 10, A DISTANCE OF 649.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE N-00°22'00"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 10, A DISTANCE OF 640.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID TRACT 6; THENCE S-89°59'45"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 6 AND 5, A DISTANCE OF 664.51 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 5, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 13; THENCE S-00°19'36"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 13, A DISTANCE OF 639.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N-89°54'27"-W, ALONG THE SOUTH BOUNDARY OF THE AFORESAID TRACTS 13, 14, 15 AND 16, A DISTANCE OF 1314.94 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N-00°14'46"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 16 AND THE WEST BOUNDARY OF THE AFORESAID TRACT 1, A DISTANCE OF 1273.58 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1; THENCE N-89°53'58"-E, ALONG THE NORTH BOUNDARY OF THE AFORESAID TRACTS 1, 2, 3, 4, 5, 6, 7 AND 8, A DISTANCE OF 2626.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 8, A DISTANCE OF 641.23 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 8, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID TRACT 9; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 9, A DISTANCE OF 641.23 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;



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EXHIBIT 4
HIGHLAND MEADOWS II CDD
AMENDED DISTRICT
LEGAL DESCRIPTION

**HIGHLAND MEADOWS II CDD
AMENDED DISTRICT**

AND

ALL THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE RAILROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE N-00°24'24"-W ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 656.25 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE S-89°57'54"-E, ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1046.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5766.11 FEET, SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD; THENCE SOUTHWESTERLY ALONG SAID CURVE, AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/DELTA OF 7°11'37", (CHORD=723.47 FEET, CHORD BEARING=S-24°36'07"-W) FOR A DISTANCE OF 723.95 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9; THENCE N-89°49'47"-W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 740.34 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE N-89°48'41"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 665.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE S-00°22'00"-E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 655.13 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N-89°36'09"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 665.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N-00°19'36"-W, ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1308.01 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE S-89°54'27"-E, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 664.98 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S-89°54'27"-E, ALONG THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 664.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S-00°24'24"-E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 656.25 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY;

AND

THAT PART OF TRACTS 17 AND 18 LYING WEST OF THE RAILROAD IN THE SOUTHEAST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N-00°24'24"-W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 641.27 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17; THENCE S-89°49'47"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 17 AND THE NORTH BOUNDARY OF THE AFORESAID TRACT 18, A DISTANCE OF 650.00 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT 18; THENCE S-00°24'25"-E ALONG THE EAST BOUNDARY OF AFORESAID TRACT 18, A DISTANCE OF 187.84 FEET TO A NON-TANGENT INTERSECTION WITH THE WEST RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5766.11 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 04°41'49", (CHORD=472.57 FEET, CHORD BEARING=S-16°28'42"-W) FOR A DISTANCE OF 472.70 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED TRACT 18; THENCE N-89°48'41"-W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 18 AND THE SOUTH BOUNDARY OF THE AFORESAID TRACT 17, A DISTANCE OF 512.74 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE NORTH SIDE THEREOF FOR CRO MARTIE ROAD AND ON THE WEST SIDE THEREOF FOR WALL ROBERT ROAD;

AND

ALL OF TRACT 28, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE S-89°51'47"-W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 331.48 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE N-00°15'10"-W, ALONG THE WEST BOUNDARY OF SAID TRACT 28, A DISTANCE OF 640.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT 28; THENCE S-89°59'37"-E, ALONG THE NORTH BOUNDARY OF SAID TRACT 28, A DISTANCE OF 331.50 FEET TO THE NORTHEAST CORNER OF SAID TRACT 28; THENCE S-00°15'04"-E, ALONG THE EAST BOUNDARY OF SAID TRACT 28, A DISTANCE OF 639.25 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28 AND THE POINT OF BEGINNING; LESS AND EXCEPT ROAD RIGHT-OF-WAY.



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**EXHIBIT 4
HIGHLAND MEADOWS II CDD
AMENDED DISTRICT
LEGAL DESCRIPTION**

**HIGHLAND MEADOWS II CDD
AMENDED DISTRICT**

AND

TRACTS 11 AND 12 IN THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 25 AND 26 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE SOUTH AND EAST SIDE THEREOF FOR PATTERSON ROAD AND 10 TH STREET NORTH.

AND

TRACT 20 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT 29 IN THE SOUTHEAST 1/4 OF SECTION 08, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 31 AND 32 IN THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 1, 2, 15 AND 16 IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 5, 6, 11, 12, 13 AND 14 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE NORTH HALF OF TRACT 9 AND THE NORTH HALF OF TRACT 10 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

THE SOUTH HALF OF TRACT 9 AND THE SOUTH HALF OF TRACT 10 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 21, 22, 23, AND 24 IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 7 AND 8 IN THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:



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**EXHIBIT 4
HIGHLAND MEADOWS II CDD
AMENDED DISTRICT
LEGAL DESCRIPTION**

**HIGHLAND MEADOWS II CDD
AMENDED DISTRICT**

BEGIN AT A 5/8" STEEL IRON ROD AND CAP" PORTER 3340" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 7, AND RUN ALONG THE NORTH LINE OF SAID TRACTS 7 AND 8 N-89°51'18"-E, 647.80 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE EAST LINE OF SAID TRACT 8 S-00°21'57"-E, 642.17 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 7 AND 8 S-89°50'42"-W, 647.60 FEET TO A 4" CONCRETE MONUMENT AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE ALONG THE WEST LINE OF SAID TRACT 7 N-00°23'19"-W, 642.29 FEET TO THE **POINT OF BEGINNING**.

AND

ALL THAT PART OF TRACTS 13 AND 14, TOGETHER WITH THE PLATTED UN-OPENED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS 13 AND 14, TRACTS 17 AND 18, TOGETHER WITH THE SOUTH 1/2 OF THE PLATTED UNOPENED RIGHT-OF-WAY LYING NORTH OF SAID TRACTS 17 AND 18, AND TRACT 21, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED RIGHT-OF-WAY LYING NORTH OF SAID TRACT 21, ALL IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

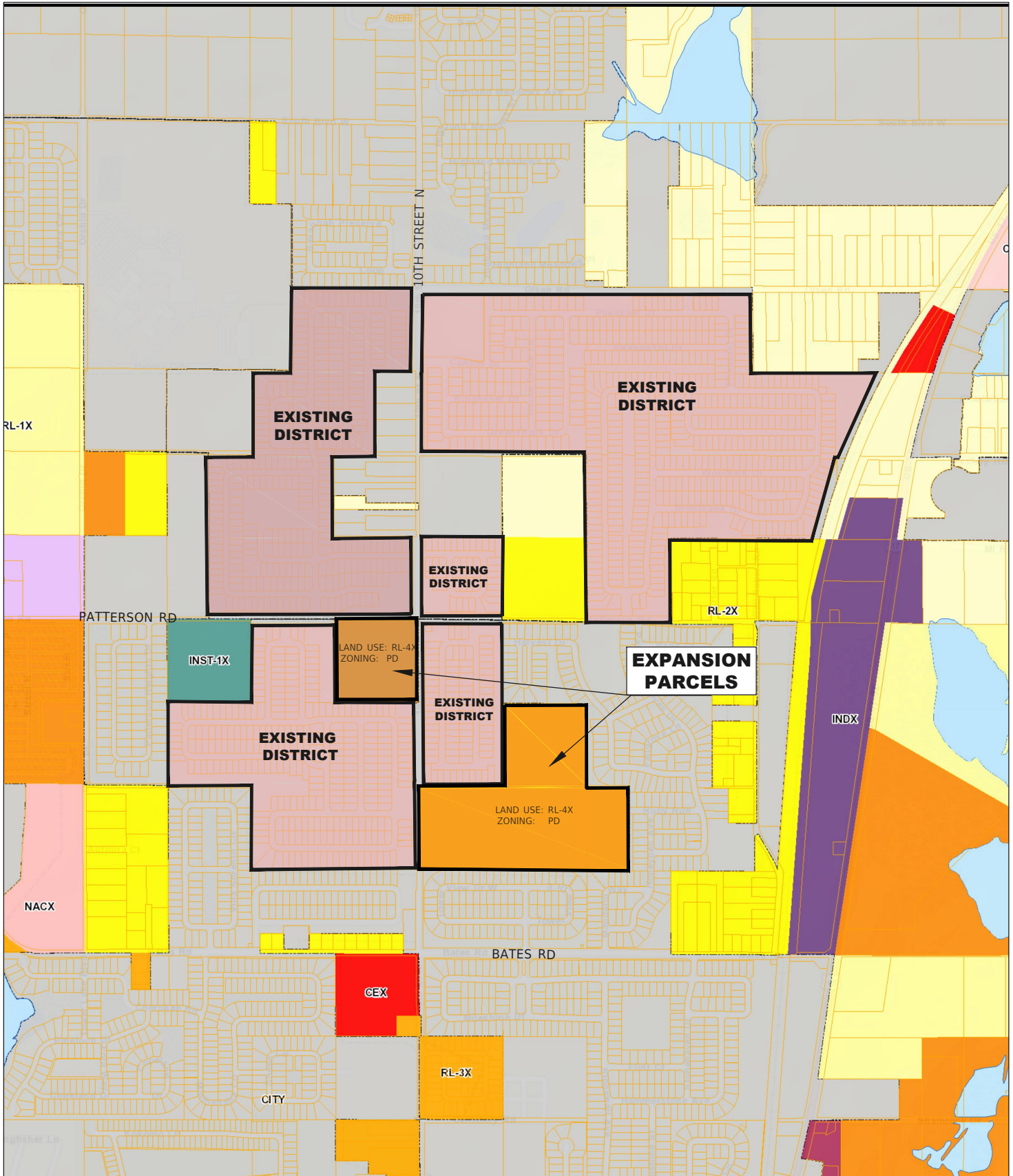
BEGIN AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF PATTERSON HEIGHTS AS RECORDED IN PLAT BOOK 138, PAGES 4-10, AND THE EAST BOUNDARY OF RESERVE AT HIGHLAND MEADOWS AS RECORDED IN PLAT BOOK 164, PAGES 41-42, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SAID POINT BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED TRACT 14; THENCE SOUTH 89°41'13" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE NORTH BOUNDARIES OF TRACT 14 AND 13, A DISTANCE OF 666.06 FEET; THENCE SOUTH 00°22'27" EAST, ALONG THE WESTERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE EAST BOUNDARY OF SAID TRACT 13, A DISTANCE OF 657.14 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACT 21; THENCE SOUTH 89°44'50" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 333.10 FEET TO THE WESTERLY BOUNDARY OF THE AFORESAID PATTERSON HEIGHTS; THENCE SOUTH 00°22'50" EAST, ALONG SAID WESTERLY BOUNDARY OF PATTERSON HEIGHTS, A DISTANCE OF 656.79 FEET; THENCE NORTH 89°48'27" WEST, ALONG THE NORTHERLY BOUNDARY OF PATTERSON HEIGHTS, A DISTANCE OF 333.17 FEET TO THE NORTHEAST CORNER OF TOWER VIEW ESTATES AS RECORDED IN PLAT BOOK 131, PAGES 1-2 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°48'11" WEST, ALONG THE NORTH BOUNDARY OF SAID TOWER VIEW ESTATES, A DISTANCE OF 1316.93 FEET TO THE EAST RIGHT-OF-WAY OF 10TH STREET NORTH ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°22'02" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 661.92 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACTS 17 AND 18; THENCE SOUTH 89°44'44" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 646.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY OF THE AFOREMENTIONED RESERVE AT HIGHLAND MEADOWS; THENCE NORTH 00°00'53" EAST, ALONG SAID EXTENSION AND SAID EAST BOUNDARY, A DISTANCE OF 654.33 FEET TO THE POINT OF BEGINNING.

OVERALL CDD AFTER EXPANSION CONTAINS 332.59 ACRES MORE OR LESS.



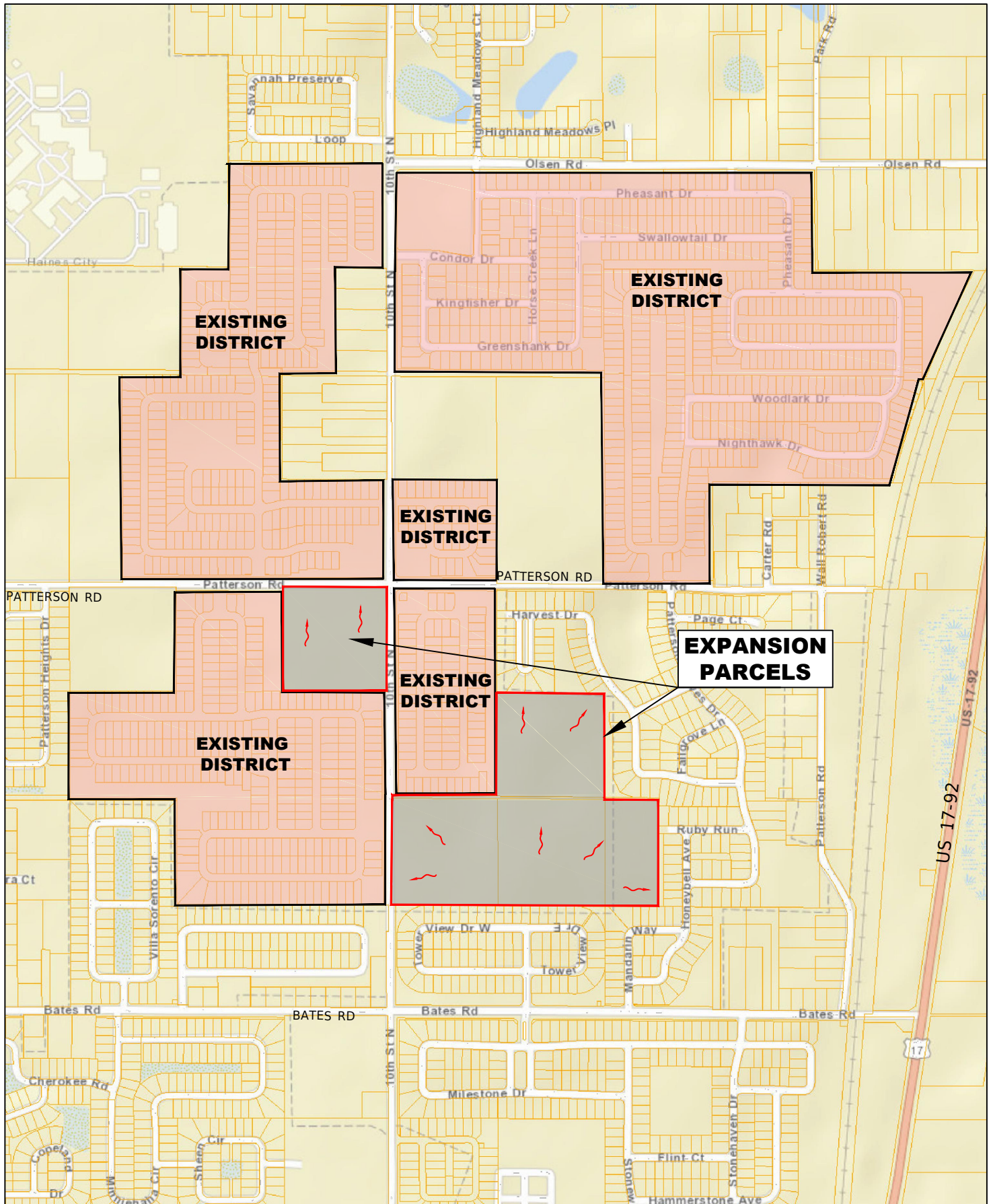
1925 BARTOW ROAD • LAKELAND, FL 33801
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EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 4
HIGHLAND MEADOWS II CDD
AMENDED DISTRICT
LEGAL DESCRIPTION**



LEGEND
 RL-4X - RESIDENTIAL LOW
 RL-2X - RESIDENTIAL LOW
 PD - PLANNED DEVELOPMENT

**EXHIBIT 5
 HIGHLAND MEADOWS II CDD
 POLK COUNTY LAND USE
 & ZONING MAP**

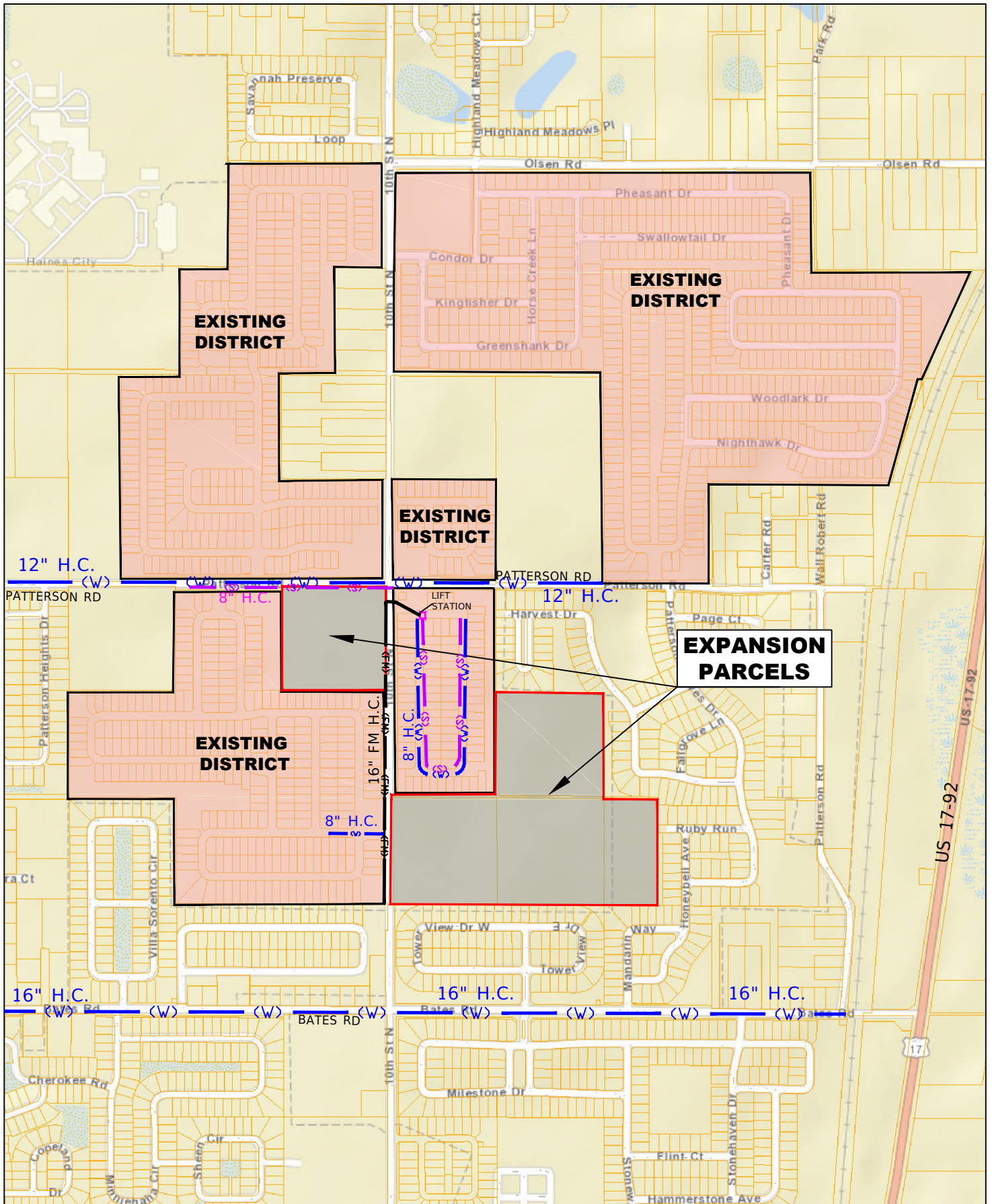


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COMPOSITE EXHIBIT 6
 HIGHLAND MEADOWS II CDD
 DRAINAGE MAP



NO
 SCALE



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LEGEND	
	EXISTING WATER MAIN AS NOTED
	EXISTING GRAVITY SEWER
	EXISTING FORCE MAIN
H.C. - HAINES CITY	

COMPOSITE EXHIBIT 6 HIGHLAND MEADOWS II CDD WATER & SEWER MAP



Exhibit 7
Highland Meadows II Community Development District
Summary of Probable Cost

<u>Number of Lots</u>	<u>168</u>	<u>42</u>	<u>210</u>
<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Highland Meadows Ph 7</u> <u>2019-2020</u>	<u>Highland Meadows Ph 7A</u> ⁽¹⁰⁾ <u>2019-2020</u>	<u>Total</u>
Offsite Improvements ⁽⁵⁾⁽⁷⁾	\$ 150,000.00	\$ 70,000.00	\$ 220,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 473,000.00	\$ 143,000.00	\$ 616,000.00
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$ 1,056,000.00	\$ 275,000.00	\$ 1,331,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 1,210,000.00	\$ 302,500.00	\$ 1,512,500.00
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 200,000.00	\$ 125,000.00	\$ 325,000.00
Parks and Recreation Facilities ⁽¹⁾⁽⁶⁾	\$ 150,000.00	\$ 25,000.00	\$ 175,000.00
Contingency	\$ 300,000.00	\$ 80,000.00	\$ 380,000.00
TOTAL	\$ 3,539,000.00	\$ 1,020,500.00	\$ 4,559,500.00

Notes:

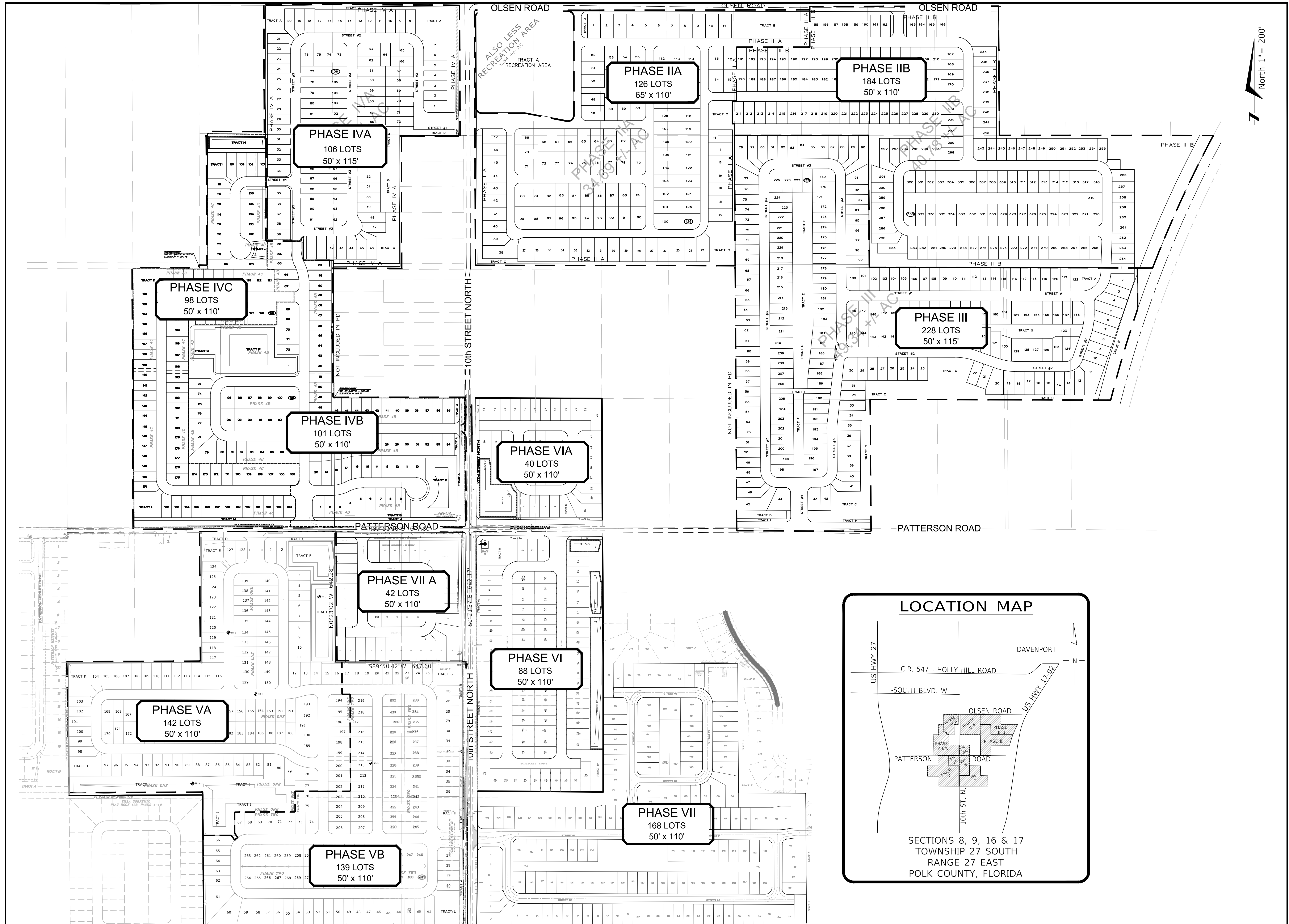
1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities. Only public parks and public recreation facilities will be financed with the bonds.
2. Excludes grading of each lot for initial pad construction, lot finishing in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 210 lots.
10. Highland Meadows Phase 7A is known as Summerview Crossing

Exhibit 8
Highland Meadows II
Community Development District
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	Polk County	District Bonds	Polk County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	Duke Energy	District Bonds	District
Roadway	District	District/City	District Bonds	District/City
Entry Feature & Signage	District	District	District Bonds	District
Parks & Recreation Facilities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

Z:\Drawing Files\Highland Meadows - Master Site Plan\CD\Highland Meadows-Overall Site Plan (CD).dwg, 6/10/2019 8:12:19 AM, DWG to PDF.plt



North 1" = 200'

DATE	NO.	REVISIONS
3/30/16	9	UPDATED PHASE 4A, 4B & 5 LOT LAYOUTS
11/22/16	10	ADDED PHASES 5 AND 6
11/23/16	11	SHAPED HAINES CITY LOTS
7/22/17	12	PHASE VA AND VB LOT TOTALS ADDED
6/09/19	13	PHASES VII AND VIIA ADDED



**HIGHLAND MEADOWS
OVERALL SITE PLAN
DAVENPORT/POLK COUNTY/HAINES CITY**

NOT VALID WITHOUT SEAL	DATE
DENNIS L. WOOD, P.E. #17646	

OVERALL SITE PLAN
EXHIBIT 9

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

***SUPPLEMENTAL ENGINEER'S REPORT 2
FOR CAPITAL IMPROVEMENTS***

PREPARED FOR:

BOARD OF

SUPERVISORS

HIGHLAND MEADOWS II

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



1925 Bartow Road • Lakeland, FL 33801 • 863-940-2040

NOVEMBER 19, 2019

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I. PURPOSE..... 1

II. EXHIBIT 7 – SUMMARY OF PROBABLE COST 2

LIST OF TABLES & EXHIBITS

EXHIBIT 7 - SUMMARY OF PROBABLE COST

**HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT 2**

I. PURPOSE

The purpose of this report is to amend the Supplemental Engineer's Report for the Highland Meadows II CDD. The Supplemental Engineer's Report dated June 6, 2019 denoted in Exhibit 7 (Summary of Probable Cost) a total cost for the project of \$4,559,500.00. There were certain cost increases for the Stormwater Management System, Entry Features & Signage and Parks & Recreation Facilities. The Supplemental Engineer's Report 2 is an amendment to Exhibit 7 (Summary of Probable Cost) to address the adjusted costs.

II. EXHIBIT 7 (SUMMARY OF PROBABLE COST)

The cost projections for the Stormwater Management System, Entry Features & Signage and Parks & Recreation Facilities were adjusted to reflect the projected additional cost of construction.

Exhibit 7
Highland Meadows II Community Development District
Summary of Probable Cost

<u>Number of Lots</u>	<u>168</u>	<u>42</u>	<u>210</u>
<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Highland Meadows Ph 7</u> <u>2019-2020</u>	<u>Highland Meadows Ph 7A</u> ⁽¹⁰⁾ <u>2019-2020</u>	<u>Total</u>
Offsite Improvements ⁽⁵⁾⁽⁷⁾	\$ 150,000.00	\$ 70,000.00	\$ 220,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 600,000.00	\$ 150,000.00	\$ 750,000.00
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$ 1,056,000.00	\$ 275,000.00	\$ 1,331,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 1,210,000.00	\$ 302,500.00	\$ 1,512,500.00
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 310,000.00	\$ 190,000.00	\$ 500,000.00
Parks and Recreation Facilities ⁽¹⁾⁽⁶⁾	\$ 170,000.00	\$ 30,000.00	\$ 200,000.00
Contingency	\$ 454,000.00	\$ 120,000.00	\$ 574,000.00
TOTAL	\$ 3,950,000.00	\$ 1,137,500.00	\$ 5,087,500.00

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities. Only public parks and public recreation facilities will be financed with the bonds.
2. Excludes grading of each lot for initial pad construction, lot finishing in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 210 lots.
10. Highland Meadows Phase 7A is known as Summerview Crossing

COMPOSITE EXHIBIT B

Master Assessment Methodology (Phase 7/7A), dated June 20, 2019, as supplemented by the Supplemental Assessment Methodology (Phase 7 and Phase 7A), dated November 19, 2019

**MASTER
ASSESSMENT METHODOLOGY (PHASE 7 AND 7A)**

FOR

**HIGHLANDS MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

Date: June 20, 2019

Prepared by

**Governmental Management Services - Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits.....	4
1.4 Requirements of a Valid Assessment Methodology.....	4
1.5 Special Benefits Exceed the Costs Allocated.....	5
2.0 Assessment Methodology.....	5
2.1 Overview.....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit.....	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property.....	6
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments.....	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix.....	9
Table 1: Development Program.....	9
Table 2: Capital Improvement Cost Estimates.....	10
Table 3: Bond Sizing.....	11
Table 4: Allocation of Improvement Costs.....	12
Table 5: Allocation of Total Par Debt to Each Product Type.....	13
Table 6: Par Debt and Annual Assessments.....	14
Table 7: Preliminary Assessment Roll.....	15

GMS-CF, LLC does not represent the Highland Meadows II Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Highland Meadows II Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Highland Meadows II Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$6,500,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements ("Capital Improvement Plan") within the District more specifically described as Phases 7 and 7A in the Engineer's Report revised and dated June 6, 2019 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 332.59 acres in Polk County, Florida. The development program for the District's Phase 7 and Phase 7A currently envisions approximately 210 residential units and comprises approximately 44.59 acres. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management

facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$4,559,500. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$6,500,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$6,500,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$6,500,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$4,559,500. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$6,500,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features.. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each

product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	210	1.00	210
Total Units	210		210

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$220,000
Stormwater Management	\$616,000
Utilities (Water, Sewer, & Street Lighting)	\$1,331,000
Roadway	\$1,512,500
Entry Feature	\$325,000
Parks and Amenities	\$175,000
Contingencies	\$380,000
	\$4,559,500

(1) A detailed description of these improvements is provided in the Engineer's Report dated June 6, 2019.

TABLE 3
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 4,559,500
Debt Service Reserve	\$ 472,218
Capitalized Interest	\$ 780,000
Underwriters Discount	\$ 220,000
Cost of Issuance	\$ 130,000
Contingency	\$ 338,282
Par Amount*	\$ 6,500,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4

**HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	210	1	210	100.00%	\$ 4,559,500	\$21,712
Totals	210		210	100.00%	\$ 4,559,500	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product Type	Type	Debt Per Product Type	Type	
Single Family	210	\$ 4,559,500	\$	6,500,000		\$30,952
Totals	210	\$ 4,559,500	\$	6,500,000		

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 6
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
 MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	210	\$ 6,500,000	\$30,952	\$ 472,218	\$ 2,249	\$ 2,418
Totals	210	\$ 6,500,000		\$ 472,218		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 7
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 PRELIMINARY ASSESSMENT ROLL
 MASTER ASSESSMENT METHODOLOGY**

Owner	Property ID #'s*	Acres	Total Par Debt		Net Annual Debt		Gross Annual Debt	
			Allocation Per Acre	Total Par Debt Allocated	Assessment Allocation	Assessment Allocation (1)		
Clayton Properties Group, Inc.	27-27-17-741000-010071	9.57	\$145,871	\$ 1,395,983	\$ 101,417	\$ 109,050		
Amcope Corp	27-27-16-740500-031700	9.96	\$145,871	\$ 1,452,873	\$ 105,550	\$ 113,494		
Amcope Corp	27-27-16-000000-034010	10.10	\$145,871	\$ 1,473,294	\$ 107,033	\$ 115,090		
Amcope Corp	27-27-16-740500-032100	4.95	\$145,871	\$ 722,060	\$ 52,457	\$ 56,405		
Amcope Corp	27-27-16-740500-031300	9.98	\$145,871	\$ 1,455,790	\$ 105,762	\$ 113,722		
Totals		44.56		\$ 6,500,000	\$ 472,218	\$ 507,761		

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$472,218

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

**HIGHLAND MEADOWS II
EXPANSION PARCELS
LEGAL DESCRIPTION**

HIGHLAND MEADOWS PHASE 7A

TRACTS 7 AND 8 IN THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGIN AT A 5/8" STEEL IRON ROD AND CAP "PORTER 3340" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 7, AND RUN ALONG THE NORTH LINE OF SAID TRACTS 7 AND 8 N-89°51'18"-E, 647.80 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE EAST LINE OF SAID TRACT 8 S-00°21'57"-E, 642.17 FEET TO A 5/8" STEEL ROD AND CAP "PORTER 3340" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 7 AND 8 S-89°50'42"-W, 647.60 FEET TO A 4" CONCRETE MONUMENT AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE ALONG THE WEST LINE OF SAID TRACT 7 N-00°23'19"-W, 642.29 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9.55 ACRES, MORE OR LESS.

AND

HIGHLAND MEADOWS PHASE 7

ALL THAT PART OF TRACTS 13 AND 14, TOGETHER WITH THE PLATTED UN-OPENED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS 13 AND 14, TRACTS 17 AND 18, TOGETHER WITH THE SOUTH 1/2 OF THE PLATTED UNOPENED RIGHT-OF-WAY LYING NORTH OF SAID TRACTS 17 AND 18, AND TRACT 21, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED RIGHT-OF-WAY LYING NORTH OF SAID TRACT 21, ALL IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF PATTERSON HEIGHTS AS RECORDED IN PLAT BOOK 138, PAGES 4-10, AND THE EAST BOUNDARY OF RESERVE AT HIGHLAND MEADOWS AS RECORDED IN PLAT BOOK 164, PAGES 41-42, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SAID POINT BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED TRACT 14; THENCE SOUTH 89°41'13" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE NORTH BOUNDARIES OF TRACT 14 AND 13, A DISTANCE OF 666.06 FEET; THENCE SOUTH 00°22'27" EAST, ALONG THE WESTERLY BOUNDARY OF SAID PATTERSON HEIGHTS, AND THE EAST BOUNDARY OF SAID TRACT 13, A DISTANCE OF 657.14 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACT 21; THENCE SOUTH 89°44'50" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 333.10 FEET TO THE WESTERLY BOUNDARY OF THE AFORESAID PATTERSON HEIGHTS; THENCE SOUTH 00°22'50" EAST, ALONG SAID WESTERLY BOUNDARY OF PATTERSON HEIGHTS, A DISTANCE OF 656.79 FEET; THENCE NORTH 89°48'27" WEST, ALONG THE NORTHERLY BOUNDARY OF

PATTERSON HEIGHTS, A DISTANCE OF 333.17 FEET TO THE NORTHEAST CORNER OF TOWER VIEW ESTATES AS RECORDED IN PLAT BOOK 131, PAGES 1-2 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°48'11" WEST, ALONG THE NORTH BOUNDARY OF SAID TOWER VIEW ESTATES, A DISTANCE OF 1316.93 FEET TO THE EAST RIGHT-OF-WAY OF 10TH STREET NORTH ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°22'02" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 661.92 FEET TO THE CENTERLINE OF THAT CERTAIN PLATTED, UN-OPENED 30 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED TRACTS 17 AND 18; THENCE SOUTH 89°44'44" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 646.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY OF THE AFOREMENTIONED RESERVE AT HIGHLAND MEADOWS; THENCE NORTH 00°00'53" EAST, ALONG SAID EXTENSION AND SAID EAST BOUNDARY, A DISTANCE OF 654.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 35.04 ACRES, MORE OR LESS.

EXPANSION PARCELS CONTAIN 44.59 ACRES MORE OR LESS.

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY (PHASE 7 AND 7A)**

FOR

**HIGHLANDS MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

Date: November 19, 2019

Prepared by

**Governmental Management Services - Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits	4
1.4 Requirements of a Valid Assessment Methodology	4
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	5
2.1 Overview	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property	6
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix	9
Table 1: Development Program	9
Table 2: Capital Improvement Cost Estimates.....	10
Table 3: Bond Sizing.....	11
Table 4: Allocation of Improvement Costs	12
Table 5: Allocation of Total Par Debt to Each Product Type.....	13
Table 6: Par Debt and Annual Assessments	14
Table 7: Preliminary Assessment Roll	15

GMS-CF, LLC does not represent the Highland Meadows II Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Highland Meadows II Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Highland Meadows II Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended. The District has issued \$5,765,000 of tax exempt bonds (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District benefitting property owners and more specifically described as Phases 7 and 7A in the supplemental Engineer’s Report dated November 19, 2019, prepared by Wood & Associates Engineering, LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”).

1.1 Purpose

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Master Assessment Methodology, dated June 20, 2019. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits received from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes as amended, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, as amended. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 332.59 acres in Polk County, Florida. The development program for the District’s Phase 7 and Phase 7A currently envisions approximately 210 residential units and comprises approximately 44.59 acres. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the expected public infrastructure improvements to be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for and constructed.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost \$4,893,500. FMSbonds, Inc. as the District's underwriter (the "Underwriter") states that financing costs required to fund the Capital Improvement Plan, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, is \$5,765,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District has issued \$5,765,000 in Bonds to fund a portion of the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$5,765,000 in debt to the properties within the District benefiting from the Capital Improvement Plan.

Table 1 identifies the land uses as identified by the developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$4893,500. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the Underwriter to total \$5,765,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Capital Investment Plan exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. These

improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

**TABLE 1
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	210	1.00	210
Total Units	210		210

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$220,000
Stormwater Management	\$750,000
Utilities (Water, Sewer, & Street Lighting)	\$1,331,000
Roadway	\$1,512,500
Entry Feature & Signage	\$500,000
Parks and Recreation Facilities	\$200,000
Contingencies	\$380,000
	\$4,893,500

(1) A detailed description of these improvements is provided in the Engineer's Report dated November 19, 2019.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 4,890,642
Debt Service Reserve	\$ 346,483
Capitalized Interest	\$ 210,050
Underwriters Discount	\$ 115,300
Cost of Issuance	\$ 202,525
Par Amount*	\$ 5,765,000

Bond Assumptions:

Average Coupon Rate	4.28%
Amortization	30 years
Capitalized Interest	12 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

**TABLE 4
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 ALLOCATION OF IMPROVEMENT COSTS
 SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	210	1	210	100.00%	\$ 4,890,642	\$23,289
Totals	210		210	100.00%	\$ 4,890,642	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5
 HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product Type	Type	Debt Per Product Type	Type	
Single Family	210	\$ 4,890,642	\$	5,765,000		\$27,452
Totals	210	\$ 4,890,642	\$	5,765,000		

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	210	\$ 5,765,000	\$27,452	\$ 346,483	\$ 1,650	\$ 1,774
Totals	210	\$ 5,765,000		\$ 346,483		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT (PHASE 7 AND 7A)
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Clayton Properties Group, Inc.	27-27-17-741000-010071	9.57	\$129,376	\$ 1,238,129	\$ 74,413	\$ 80,014
Amcope Corp	27-27-16-740500-031700	9.96	\$129,376	\$ 1,288,586	\$ 77,445	\$ 83,275
Amcope Corp	27-27-16-000000-034010	10.10	\$129,376	\$ 1,306,699	\$ 78,534	\$ 84,445
Amcope Corp	27-27-16-740500-032100	4.95	\$129,376	\$ 640,412	\$ 38,489	\$ 41,386
Amcope Corp	27-27-16-740500-031300	9.98	\$129,376	\$ 1,291,174	\$ 77,601	\$ 83,442
Totals		44.56		\$ 5,765,000	\$ 346,483	\$ 372,562

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	4.28%
Maximum Annual Debt Service	\$346,483

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit C
Engineer's Certification

**CERTIFICATE REGARDING COMPLETION OF CONSTRUCTION
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)**

September 28, 2020

Highland Meadows II Community Development District
c/o Governmental Management Services Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801

Re: Certification of Completion
Highland Meadows II CDD – Series 2019 (Assessment Area Phase 7/7A Project)

This certificate is furnished in accordance with Section 5.01(c) of the Master Trust Indenture between the Highland Meadows II Community Development District and US Bank (the "Indenture"), and is intended to evidence the completion of the Assessment Area 7/7A Project undertaken by the Highland Meadows II Community Development District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture.

- I. The Assessment Area 7/7A Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Project have been paid for and acknowledgments of such payments have been obtained from all contractors and suppliers.
- II. All other facilities necessary in connection with the Assessment Area 7/7A Project have been constructed, acquired, and installed in accordance with the specifications therefore and all Costs and expenses incurred in connection therewith have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Assessment Area 7/7A Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- IV. The total Cost of the Assessment Area 7/7A Project was greater than the amount deposited in the Acquisition and Construction Fund resulting in no excess proceeds from the Assessment Area 7/7A Bonds in the Acquisition and Construction Account.

Exhibit C- CONTINUED

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

Dated: 10-2-20

WOOD & ASSOCIATES ENGINEERING, LLC

D- Wood
By: Dennis L. Wood, P.E., District Engineer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of October, 2020, by Dennis Wood as Manager of Wood & Associates Engineering, LLC, a Florida limited liability company, on behalf of the company.



Stefanie N. Rowan
Signature of Notary Public
Stefanie N. Rowan
Name of Notary Public
(Typed, Printed or Stamped)

Personally Known OR Produced Identification _____

Type of Identification Produced: _____

Exhibit D - Debt Service Requirements

NET DEBT SERVICE

Highland Meadows II Community Development District
Special Assessment Bonds, Series 2019 (Assessment Area 7/7A Project)

Date	Total Debt Service	Capitalized Interest Fund (thru 11/1/20)	DSRF (MADS with release)	Net Debt Service
05/01/2020	90,021.56	90,021.56		
11/01/2020	120,028.75	120,028.75		
05/01/2021	120,028.75			120,028.75
11/01/2021	225,028.75			225,028.75
05/01/2022	118,256.88			118,256.88
11/01/2022	223,256.88			223,256.88
05/01/2023	116,485.00			116,485.00
11/01/2023	226,485.00			226,485.00
05/01/2024	114,628.75			114,628.75
11/01/2024	229,628.75			229,628.75
05/01/2025	112,688.13			112,688.13
11/01/2025	232,688.13			232,688.13
05/01/2026	110,663.13			110,663.13
11/01/2026	235,663.13			235,663.13
05/01/2027	108,241.25			108,241.25
11/01/2027	238,241.25			238,241.25
05/01/2028	105,722.50			105,722.50
11/01/2028	235,722.50			235,722.50
05/01/2029	103,203.75			103,203.75
11/01/2029	243,203.75			243,203.75
05/01/2030	100,491.25			100,491.25
11/01/2030	245,491.25			245,491.25
05/01/2031	97,681.88			97,681.88
11/01/2031	247,681.88			247,681.88
05/01/2032	94,775.63			94,775.63
11/01/2032	249,775.63			249,775.63
05/01/2033	91,520.63			91,520.63
11/01/2033	251,520.63			251,520.63
05/01/2034	88,160.63			88,160.63
11/01/2034	258,160.63			258,160.63
05/01/2035	84,590.63			84,590.63
11/01/2035	259,590.63			259,590.63
05/01/2036	80,915.63			80,915.63
11/01/2036	260,915.63			260,915.63
05/01/2037	77,135.63			77,135.63
11/01/2037	267,135.63			267,135.63
05/01/2038	73,145.63			73,145.63
11/01/2038	273,145.63			273,145.63
05/01/2039	68,945.63			68,945.63
11/01/2039	273,945.63			273,945.63
05/01/2040	64,640.63			64,640.63
11/01/2040	279,640.63			279,640.63
05/01/2041	59,937.50			59,937.50
11/01/2041	284,937.50			284,937.50
05/01/2042	55,015.63			55,015.63
11/01/2042	290,015.63			290,015.63
05/01/2043	49,875.00			49,875.00
11/01/2043	294,875.00			294,875.00
05/01/2044	44,515.63			44,515.63
11/01/2044	299,515.63			299,515.63
05/01/2045	38,937.50			38,937.50
11/01/2045	303,937.50			303,937.50
05/01/2046	33,140.63			33,140.63
11/01/2046	313,140.63			313,140.63

Exhibit D – CONTINUED

NET DEBT SERVICE

Highland Meadows II Community Development District
Special Assessment Bonds, Series 2019 (Assessment Area 7/7A Project)

Date	Total Debt Service	Capitalized Interest Fund (thru 11/1/20)	DSRF (MADS with release)	Net Debt Service
05/01/2047	27,015.63			27,015.63
11/01/2047	317,015.63			317,015.63
05/01/2048	20,671.88			20,671.88
11/01/2048	320,671.88			320,671.88
05/01/2049	14,109.38			14,109.38
11/01/2049	329,109.38			329,109.38
05/01/2050	7,218.75			7,218.75
11/01/2050	337,218.75		346,482.50	-9,263.75
	10,539,769.25	210,050.31	346,482.50	9,983,236.44

Exhibit E – Final Assessment Roll

PARCEL ID	Legal Description	Units	Debt	O&M	Total
272717741014000310	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000320	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000330	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000340	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000350	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000360	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000370	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000380	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000390	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000400	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000410	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000420	SUMMERVIEW CROSSING PB 178 PG 28-29	1	\$1,040.00	\$626.43	1,666.43
272717741014000430	SUMMERVIEW CROSSING PB 178 PG 28-29		\$0.00	\$0.00	0.00
Total Gross Assessments		1462	\$1,314,451.20	\$915,840.66	\$2,230,291.86
Total Net Assessments			\$1,222,439.62	\$851,731.81	\$2,074,171.43

SECTION VII



Landscape Maintenance Services Proposal
prepared for

Highland Meadows 2 CDD Addendum 1

August 13, 2020



YELLOWSTONE
LANDSCAPE



August 13, 2020

Clayton Smith
Field Manager
Government Management Services
135 W. Central Blvd
Orlando, Florida 32801

Re: Landscape Maintenance Services Proposal for Highland Meadows 2 CDD Addendum 1

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for Highland Meadows 2 CDD Addendum 1. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Agreement Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Pete Wittman, *Business Development Manager*
Yellowstone Landscape
407-319-8298
pwittman@yellowstonelandscape.com

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

HIGHLAND MEADOWS 2 CDD ADDENDUM 1

Core Maintenance Services

Mowing and Detailing \$7,200
 Includes Mowing, Edging, String Trimming, & Cleanup; Shrub Pruning, Tree Pruning up to 12' in height, and weeding

IPM Not included. To be provided by another contractor
 Includes Fertilization & Pest Control Applications

Irrigation \$600
 Monthly Inspections. Minor adjustments, inspection, and reporting only. Repairs to be proposed separately.

Total **\$7,800**

Additional Services - Not included. To be proposed separately when requested

Mulch (price per cubic yard) \$45

Grand Total Annual: **\$7,800.00**

Grand Total Monthly: **\$650.00**

Includes all areas highlighted on attached maps. If additional areas or plantings are added, additional addendums may be needed.

EXHIBIT "B"

PERFORMANCE STANDARDS

HIGHLAND MEADOWS 2 CDD ADDENDUM 1

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing	42 on higher profile areas, 34 on Bahia buffer and retention areas
Detailing	17
Irrigation Inspections	12
Mulch	Not included. We will propose separately when requested by CDD.

SECTION VIII

**AGREEMENT BETWEEN THE HIGHLAND MEADOWS II COMMUNITY
DEVELOPMENT DISTRICT AND S&S TOWING & RECOVERY LLC
FOR TOWING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October, 2020 by and between:

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

S&S TOWING & RECOVERY LLC, a Florida limited liability company, with a principal address of 29300 U.S. 27, Dundee, Florida 33838 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted that certain *Amended Rule Relating to Overnight Parking and Traffic Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (“**Parking Policies**”); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies (“**Services**”); and

WHEREAS, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District's designated representatives, who shall be the District Manager (currently Jill Burns), or his or her designee ("**District Representatives**"). All such Services shall be performed only at the times specified in the Parking Policies. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$3,000,000
<i>Property Damage (including contractual)</i>	\$3,000,000

Automobile Liability (if applicable)
Bodily Injury and Property Damage

\$3,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Highland Meadows II Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

With a copy to: Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

B. If to Contractor: S&S Towing & Recovery LLC
29300 U.S. 27
Dundee, Florida 33838
Attn: David Santos

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

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to

perform the service; 2) upon request by the Public Records Custodian, provide the District 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 contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 the Contractor, the Contractor 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 the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 13. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

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

SECTION 15. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this

Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.


SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.


SECTION 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

ATTEST:

**HIGHLAND MEADOWS II COMMUNITY
DEVELOPMENT DISTRICT**


Print Name: Jill Burns


Chairperson, Board of Supervisors

WITNESS:

**S&S TOWING & RECOVERY LLC, a Florida
limited liability company**


Print Name: Rebecca Raymond


By: David Santos
Its: Manager

Exhibit A: Parking Policies

EXHIBIT A

Parking Policies

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on November 14, 2018 at a duly noticed public meeting, the Board of Supervisors of the Highland Meadows II Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).
- C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F. *Tow-Away Zone*. District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. DESIGNATED PARKING AREAS. On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**").

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

SECTION 5. EXCEPTIONS.

- A. ON-STREET PARKING EXCEPTIONS.** Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the Owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.
- B. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight Parking Pass.
- C. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District Property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. TOWING/REMOVAL AUTHORITY. To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District Property pursuant to this rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

EXHIBIT A – *Tow Away Zone*

Effective date: November 14, 2018

**EXHIBIT A – Tow Away Zone –
Even side of the street (as indicated by address)**

•

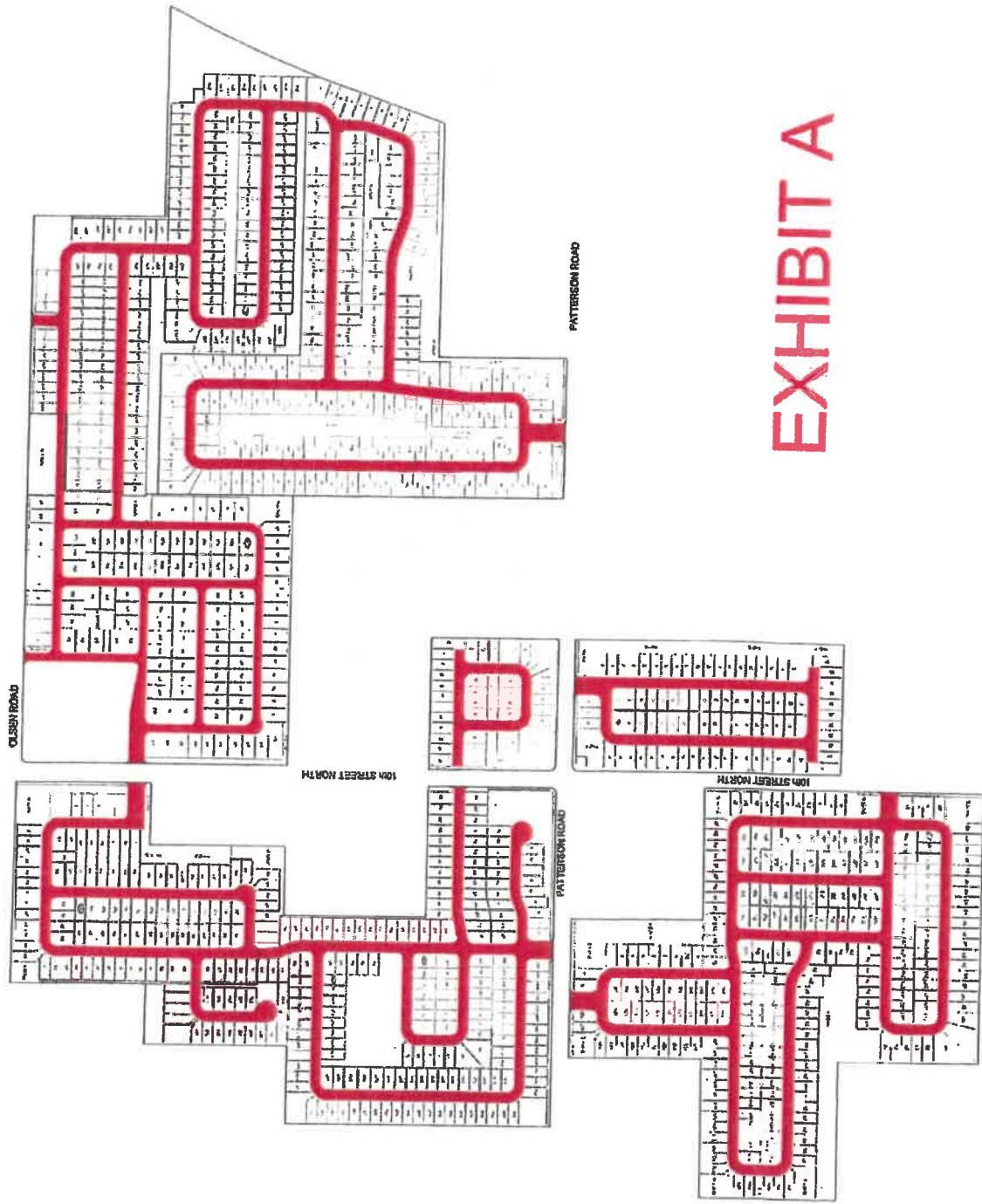


EXHIBIT A

SECTION IX

SECTION C

Highland Meadows II

Field Management Report



October 20, 2020

Clayton Smith

Field Services Manager

GMS

Completed

Eroded Fence Grading



- ✚ Heavily eroded fence section was repaired.
- ✚ The area was backfilled, the fence was straightened, and sod added.

Repair of washout out Outfall

- ✚ An outfall had become very washed out at the end.
- ✚ Area was graded out and rip rap was added.
- ✚ There is tremendous force flowing out of this outfall due to the grade of the surrounding areas.
- ✚ Some additional adjustments may be needed but overall issue is corrected.



Completed

Palm Pruning and Amenity Plantings



- ✚ All palms were pruned around pool area.
- ✚ New plantings were installed in the pool area beds.

4BC Entrance Plantings

- ✚ Old declining plants and grasses were removed.
- ✚ New plantings installed in median and both entrances.



Upcoming Projects

Additional Entrance Plantings

- ✚ Itemize site entrances for new plantings and areas of declined plants.
- ✚ Several areas could use some new plantings.
- ✚ To phase through the community as the year goes on.



Oak Tree Trimming



- ✚ Proposal to trim all well-established higher caliper oak trees in 2A, 2B, and 3
- ✚ It is a good time to prune these oaks to encourage healthy growth and improve their look.

In Progress

Sidewalk Repairs



- ✚ Carried out sidewalk assessment of property.
- ✚ Identified hazardous areas on a map and report.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith



Proposal #89943

Date: 10/06/2020

From: Vincent Pablo

Proposal For

Highland Meadows II Community
Development District

c/o GMS-CF, LLC
219 East Livingston St
Orlando, FL 32801

main:
mobile:

Location

1015 Condor Dr.

Haines City, FL 33844

Property Name: Highland Meadows II Community Development District

Arbor EHN (FL)

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Hardwood Pruning- Highland Meadow	24.00	\$84.93	\$2,038.41

The proposed scope of work is for the Trees along the perimeter wall of (Ph 3) pruning will increase the structural integrity. To eliminate structure faults, remove co-dominate leaders by removing approximately 1/3 of each co-dominant leader in the first pruning cycle

(depending on age & health of tree), create apical dominance, remove crossing and rubbing branches that have not fused over yet, selectively prune the interior of the canopy, refrain from imbalances of crown and give the tree a "direction " to grown in Prune to ANSI A300 Standards.

Client Notes

Signature

x

SUBTOTAL	\$2,038.41
SALES TAX	\$0.00
TOTAL	\$2,038.41

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Vincent Pablo

Office:

vpablo@yellowstonelandscape.com



Proposal #89924

Date: 10/06/2020

From: Vincent Pablo

Proposal For

Highland Meadows II Community
Development District

c/o GMS-CF, LLC
219 East Livingston St
Orlando, FL 32801

main:
mobile:

Location

1015 Condor Dr.

Haines City, FL 33844

Property Name: Highland Meadows II Community Development District

Arbor EHN (FL)

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Hardwood Pruning- Highland Meadow	21.00	\$84.93	\$1,783.61

The proposed scope of work is for the Trees along the perimeter wall of (Ph 4A) pruning will increase the structural integrity. To eliminate structure faults, remove co-dominate leaders by removing approximately 1/3 of each co-dominant leader in the first pruning cycle

(depending on age & health of tree), create apical dominance, remove crossing and rubbing branches that have not fused over yet, selectively prune the interior of the canopy, refrain from imbalances of crown and give the tree a "direction " to grown in Prune to ANSI A300 Standards.

Client Notes

Signature

x

SUBTOTAL	\$1,783.61
SALES TAX	\$0.00
TOTAL	\$1,783.61

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Vincent Pablo

Office:

vpablo@yellowstonelandscape.com



Proposal #89920

Date: 10/06/2020

From: Vincent Pablo

Proposal For

Highland Meadows II Community
Development District

c/o GMS-CF, LLC
219 East Livingston St
Orlando, FL 32801

main:
mobile:

Location

1015 Condor Dr.

Haines City, FL 33844

Property Name: Highland Meadows II Community Development District

Arbor EHN (FL)

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Hardwood Pruning- Highland Meadow	123.00	\$10,446.86

The proposed scope of work is for the Trees around the park and pool -Structure pruning will increase the structural integrity. To eliminate structure faults, remove co-dominant leaders by removing approximately 1/3 of each co-dominant leader in the first pruning cycle

(depending on age & health of tree), create apical dominance, remove crossing and rubbing branches that have not fused over yet, selectively prune the interior of the canopy, refrain from imbalances of crown and give the tree a "direction " to grow in Prune to ANSI A300 Standards.

Client Notes

Signature

x

SUBTOTAL	\$10,446.86
SALES TAX	\$0.00
TOTAL	\$10,446.86

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Vincent Pablo

Office:

vpablo@yellowstonelandscape.com

SECTION 1

*Item will be
provided under
separate cover.*

SECTION D

SECTION 1

Highland Meadows II Community Development District

Summary of Invoices

August 1, 2020 to September 30, 2020

Fund	Date	Check No.'s		Amount
General Fund				
	8/6/20	447-448	\$	16,950.00
	8/7/20	449	\$	4,886.68
	8/13/20	450-452	\$	5,881.23
	8/26/20	453	\$	6,085.41
	8/28/20	454-460	\$	19,709.87
	9/9/20	461-463	\$	22,302.92
	9/11/20	464-465	\$	2,462.70
	9/16/20	466	\$	4,897.04
	9/25/20	467-475	\$	51,300.31
			\$	134,476.16

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/06/20	00075	7/20/20	4811	202007	330-53800	48500		CLEANING SRVC 07/2020	*	1,450.00		
								CSS CLEAN STAR SERVICES OF CFL INC.			1,450.00	000447
8/06/20	00076	7/01/20	OS 12965	202007	320-53800	46200		LANDSCAPE MAINT JUL/2020	*	15,500.00		
								YELLOWSTONE LANDSCAPE			15,500.00	000448
8/07/20	00015	8/01/20	70	202008	310-51300	34000		MANAGEMENT FEE-AUGUST20	*	2,916.67		
		8/01/20	70	202008	310-51300	35100		INFORMATION TEC-AUGUST20	*	195.83		
		8/01/20	70	202008	310-51300	31300		DISSEMINATION-AUGUST2020	*	500.00		
		8/01/20	70	202008	310-51300	51000		OFFICE SUPPLES	*	.42		
		8/01/20	70	202008	310-51300	42000		POSTAGE	*	23.76		
		8/20/20	71	202008	320-53800	12000		FIELD MANAGEMENT-AUGUST20	*	1,250.00		
								GMS-CENTRAL FL			4,886.68	000449
8/13/20	00048	8/03/20	1721	202007	330-53800	12200		POOL ATTENDANT JULY/2020	*	2,480.00		
								COMMUNITY WATCH SOLUTIONS, LLC			2,480.00	000450
8/13/20	00015	8/03/20	72	202008	320-53800	49000		ACCESS CARDS QTY 200	*	925.81		
								GMS-CENTRAL FL			925.81	000451
8/13/20	00073	6/30/20	12612577	202007	320-53800	46400		COMMUNITY LAWN SRVC 07/20	*	825.14		
		6/30/20	12612577	202007	320-53800	46400		POOL/PARK TREE/SH 07/20	*	825.14		
		6/30/20	12612577	202007	320-53800	46400		POOL & PARK LAWN 07/20	*	825.14		
								TRUGREEN			2,475.42	000452
8/26/20	00067	8/11/20	081120	202008	300-20700	10000		TXFER OF TAX RCPTS	*	6,085.41		
								HIGHLAND MEADOWS II CDD/US BANK			6,085.41	000453
8/28/20	00036	8/18/20	AR081820	202008	310-51300	11000		SUPERVISOR FEE 08/18/20	*	200.00		
								ANDREW RHINEHART			200.00	000454

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/28/20	00075	8/20/20 4893	202008 330-53800-48500	CLEANING SRVC 08/2020	*	1,450.00	
				CSS CLEAN STAR SERVICES OF CFL INC.			1,450.00 000455
8/28/20	00015	5/31/20 69	202005 330-53800-48300	GEN AMENITY AREA MAINT	*	734.87	
				GMS-CENTRAL FL			734.87 000456
8/28/20	00068	8/18/20 MA081820	202008 310-51300-11000	SUPERVISOR FEE 08/18/20	*	200.00	
				MILTON ANDRADE			200.00 000457
8/28/20	00066	8/18/20 PM081820	202008 310-51300-11000	SUPERVISOR FEE 08/18/20	*	200.00	
				PATRICK MARONE			200.00 000458
8/28/20	00030	8/01/20 11861	202008 330-53800-48100	POOL MAINT AUG/2020	*	1,400.00	
		8/01/20 11861	202008 330-53800-48100	DOG STATIONS 08/2020	*	25.00	
				RESORT POOL SERVICES DBA			1,425.00 000459
8/28/20	00076	8/15/20 OS 13953	202008 320-53800-46200	LANDSCAPE MAINT 08/20	*	15,500.00	
				YELLOWSTONE LANDSCAPE			15,500.00 000460
9/09/20	00045	8/07/20 4651743	202008 300-15500-10000	FY21 ADMI 1% O&M ADMI FEE	*	9,158.41	
				POLK COUNTY PROPERTY APPRAISER			9,158.41 000461
9/09/20	00029	8/07/20 4651742	202008 300-15500-10000	FY21ADMI 1% DEBT ADMIN FE	*	13,144.51	
		8/07/20 4651742	202008 300-15500-10000	FY21ADMI 1% DEBT ADMIN FE	V	13,144.51-	
				PRECISION SAFE & LOCK LLC			.00 000462
9/09/20	00045	8/07/20 4651742	202008 300-15500-10000	FY21 ADMI 1% DEBT ADMI FE	*	13,144.51	
				POLK COUNTY PROPERTY APPRAISER			13,144.51 000463
9/11/20	00017	8/31/20 116892	202007 310-51300-31500	CONFER/RESEARCH/ATTEND	*	268.30	
				HOPPING GREEN & SAMS			268.30 000464
9/11/20	00055	7/31/20 1040018	202007 310-51300-48000	NOT OF BUDGET 07/28/20	*	2,194.40	
				THE LEDGER/NEWS CHIEF			2,194.40 000465

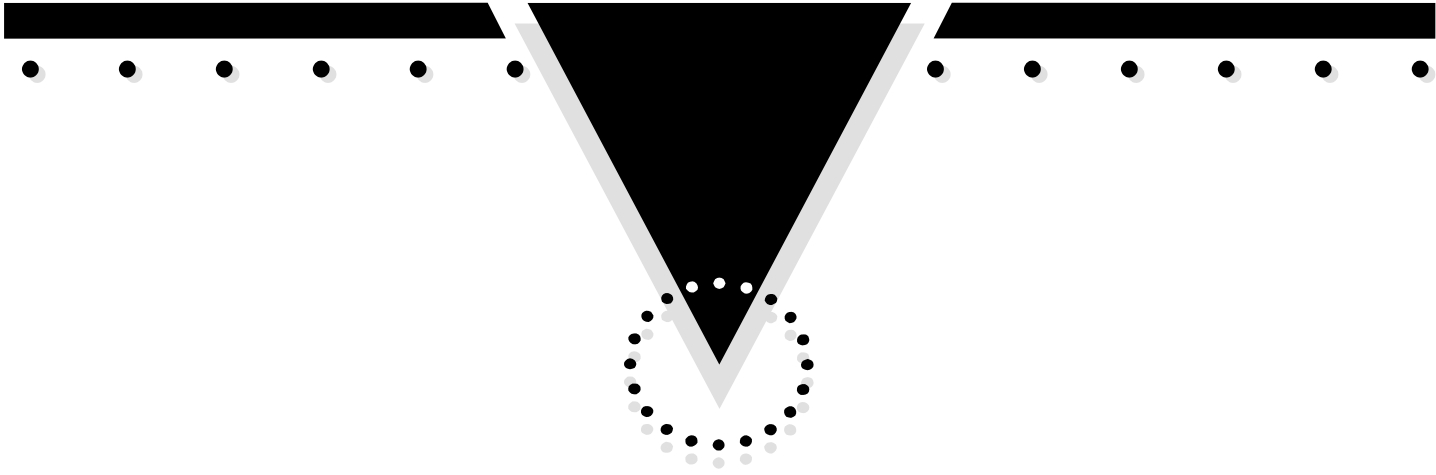
HIME HIGH MED II IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/16/20	00015	9/01/20	73	202009	310-51300-34000				MANAGEMENT FEES SEPT/2020	*	2,916.67		
		9/01/20	73	202009	310-51300-35100				INFORMATION TECH SEPT/20	*	195.83		
		9/01/20	73	202009	310-51300-31300				DISSEMINATION SEPT/2020	*	500.00		
		9/01/20	73	202009	310-51300-51000				OFFICE SUPPLIES	*	2.62		
		9/01/20	73	202009	310-51300-42000				POSTAGE	*	29.07		
		9/01/20	73	202009	310-51300-42500				COPIES	*	2.85		
		9/01/20	74	202009	320-53800-12000				FIELD MANAGEMENT SEPT/20	*	1,250.00		
GMS-CENTRAL FL												4,897.04	000466
9/25/20	00048	9/02/20	1740	202008	330-53800-12200				POOL ATTENDANT AUG 20	*	2,480.00		
COMMUNITY WATCH SOLUTIONS, LLC												2,480.00	000467
9/25/20	00012	8/31/20	11541	202009	300-15500-10000				FY21 INSURANCE	*	15,800.00		
EGIS INSURANCE ADVISORS, LLC												15,800.00	000468
9/25/20	00015	6/30/20	75	202006	330-53800-49000				COVID-19 SIGN	*	475.42		
		6/30/20	76	202006	320-53800-49000				SIGN MAINTENANCE PH3	*	412.11		
		7/31/20	77	202007	330-53800-48300				INSURANCE ACTION	*	530.43		
		7/31/20	78	202007	320-53800-49000				CLEAN/REPAIR PYGD	*	849.82		
		9/15/20	79	202009	300-15500-10000				FY21 ASSESSMENT ROLL CERT	*	5,000.00		
GMS-CENTRAL FL												7,267.78	000469
9/25/20	00017	2/29/20	113642	202002	310-51300-31500				MONTHLY GENERAL COUNSEL	*	733.44		
		4/30/20	114860	202004	310-51300-31500				MONTHLY GENERAL COUNSEL	*	1,619.00		
		6/30/20	116284	202006	310-51300-31500				MONTHLY GENERAL COUNSEL	*	1,703.33		
HOPPING GREEN & SAMS												4,055.77	000470
9/25/20	00028	8/26/20	20040027	202008	330-53800-48000				MONTHLY PEST CONTROL	*	69.02		
ORKIN												69.02	000471

HIME HIGH MED II										IARAUJO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/25/20	00030	9/01/20 12067	202009 330-53800-48100	MONTHLY POOL SERVICE	*	1,400.00		
		9/01/20 12067	202009 330-53800-48100	MONTHLY DOG STATIONS	*	25.00		
							RESORT POOL SERVICES DBA	1,425.00 000472
9/25/20	00073	8/30/20 12801744	202008 320-53800-46400	POOL & PARK LAWN SVC AUG	*	825.14		
		8/30/20 12801744	202008 320-53800-46400	POOL & PARK TREE SHRUB SV	*	825.14		
		8/30/20 12801744	202008 320-53800-46400	COMMUNITY LAWN SVC AUG 20	*	825.14		
							TRUGREEN	2,475.42 000473
9/25/20	00055	8/31/20 1040728	202008 310-51300-48000	NOT OF PROPOSED BUDGET	*	2,227.32		
							THE LEDGER/NEWS CHIEF	2,227.32 000474
9/25/20	00076	9/01/20 OS 14729	202009 320-53800-46200	MONTHLY LANDSCAPE SEPT 20	*	15,500.00		
							YELLOWSTONE LANDSCAPE	15,500.00 000475
						TOTAL FOR BANK A	134,476.16	
						TOTAL FOR REGISTER	134,476.16	

SECTION 2



Highland Meadows II

Community Development District

Unaudited Financial Reporting
September 30, 2020



Table of Contents

1	<hr/> <u>Balance Sheet</u>
2-3	<hr/> <u>General Fund Income Statement</u>
4	<hr/> <u>Combined Debt Service Income Statement</u>
5	<hr/> <u>Combined Capital Projects Income Statement</u>
6-7	<hr/> <u>Month to Month</u>
8	<hr/> <u>Assessment Receipt Schedule</u>

Highland Meadows II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY19
ASSETS:				
CASH				
OPERATING - SUNTRUST	\$423,303	---	---	\$423,303
PREPAID EXPENSES	\$43,103	---	---	\$43,103
DEPOSITS	\$2,028	---	---	\$2,028
INVESTMENTS:				
<u>AREA 1</u>				
REVENUE	---	\$50,540	---	\$50,540
RESERVE	---	\$140,000	---	\$140,000
PREPAYMENT	---	\$1	---	\$1
INTEREST	---	---	---	\$0
CAPITALIZED INTEREST	---	---	---	\$0
GENERAL	---	---	---	\$0
<u>AREA 2</u>				
REVENUE	---	\$75,607	---	\$75,607
RESERVE	---	\$55,166	---	\$55,166
PREPAYMENT	---	\$3	---	\$3
INTEREST	---	---	---	\$0
CAPITALIZED INTEREST	---	---	---	\$0
GENERAL	---	---	---	\$0
<u>AREA 3</u>				
REVENUE	---	\$143,239	---	\$143,239
RESERVE	---	\$86,909	---	\$86,909
PREPAYMENT	---	\$439	---	\$439
INTEREST	---	---	---	\$0
GENERAL REDEMPTION	---	\$768	---	\$768
<u>AREA 4</u>				
REVENUE	---	\$47,241	---	\$47,241
RESERVE	---	\$51,028	---	\$51,028
PREPAYMENT	---	\$235	---	\$235
INTEREST	---	---	---	\$0
GENERAL REDEMPTION	---	\$7	---	\$7
<u>AREA 5</u>				
REVENUE	---	\$226,824	---	\$226,824
RESERVE	---	\$145,708	---	\$145,708
PREPAYMENT	---	\$16,821	---	\$16,821
CONSTRUCTION	---	---	\$6	\$6
CAPITALIZED INTEREST	---	---	\$0	\$0
DEPOSITS	---	---	\$1,113	\$1,113
GENERAL	---	\$4	---	\$4
<u>AREA 6</u>				
REVENUE	---	\$82,560	---	\$82,560
RESERVE	---	\$62,184	---	\$62,184
PREPAYMENT	---	\$1,495	---	\$1,495
INTEREST	---	---	---	\$0
CONSTRUCTION	---	---	---	\$0
<u>AREA 4BC</u>				
REVENUE	---	\$152,938	---	\$152,938
RESERVE	---	\$84,125	---	\$84,125
PREPAYMENT	---	\$141,533	---	\$141,533
CONSTRUCTION	---	---	\$13	\$13
<u>AREA 7/7A</u>				
REVENUE	---	\$1,018	---	\$1,018
RESERVE	---	\$173,241	---	\$173,241
PREPAYMENT	---	\$533,835	---	\$533,835
INTEREST	---	\$68	---	\$68
CAPITALIZED INTEREST	---	\$120,644	---	\$120,644
CONSTRUCTION	---	---	\$851,379	\$851,379
TOTAL ASSETS	\$468,433	\$2,394,182	\$852,510	\$3,715,125
LIABILITIES:				
ACCOUNTS PAYABLE	\$11,357	---	---	\$11,357
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$457,076	---	---	\$457,076
RESTRICTED FOR DEBT SERVICE	---	\$2,394,182	---	\$2,394,182
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$852,510	\$852,510
TOTAL LIABILITIES & FUND EQUITY	\$468,433	\$2,394,182	\$852,510	\$3,715,125

Highland Meadows II

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE
REVENUES:				
ON ROLL ASSESSMENTS	\$736,642	\$736,642	\$739,056	\$2,414
OFF ROLL ASSESSMENTS	\$123,657	\$123,657	\$123,657	(\$0)
OTHER INCOME	\$0	\$0	\$110	\$110
TOTAL REVENUES	\$860,299	\$860,299	\$862,823	\$2,524
EXPENDITURES:				
<u>GENERAL & ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$12,000	\$4,000	\$8,000
PUBLIC OFFICIAL INSURANCE	\$2,300	\$2,300	\$2,196	\$104
TRUSTEE SERVICES	\$20,623	\$20,623	\$24,633	(\$4,010)
DISTRICT MANAGEMENT FEES	\$35,000	\$35,000	\$35,000	(\$0)
ENGINEERING	\$10,000	\$10,000	\$0	\$10,000
DISSEMINATION AGENT	\$6,000	\$6,000	\$9,100	(\$3,100)
ARBITRAGE	\$1,800	\$1,800	\$0	\$1,800
PROPERTY APPRAISER	\$20,000	\$20,000	\$19,105	\$895
DISTRICT COUNSEL	\$25,000	\$25,000	\$15,880	\$9,120
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$0	\$5,000
AUDIT FEES	\$5,000	\$5,000	\$3,685	\$1,315
TRAVEL PER DIEM	\$500	\$500	\$0	\$500
TELEPHONE	\$100	\$100	\$0	\$100
POSTAGE & SHIPPING	\$1,000	\$1,000	\$635	\$365
PRINTING & BINDING	\$1,000	\$1,000	\$274	\$726
OFFICE SUPPLIES	\$500	\$500	\$25	\$475
LEGAL ADVERTISING	\$10,000	\$10,000	\$8,216	\$1,784
MISCELLANEOUS	\$13,000	\$13,000	\$0	\$13,000
WEBSITE MAINTENANCE	\$2,350	\$2,350	\$2,817	(\$467)
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
PLAYGROUND	\$15,256	\$15,256	\$15,256	(\$0)
GENERAL RESERVE	\$13,811	\$13,811	\$0	\$13,811
FIRST QUARTER OPERATING CAPITAL	\$117,820	\$117,820	\$0	\$117,820
TOTAL GENERAL & ADMINISTRATIVE:	\$318,235	\$318,235	\$140,997	\$177,238
<u>FIELD EXPENSES</u>				
FIELD MANAGEMENT	\$15,000	\$15,000	\$15,000	\$0
GENERAL INSURANCE	\$2,600	\$2,600	\$2,477	\$123
IRRIGATION	\$12,000	\$12,000	\$11,870	\$130
GENERAL REPAIRS & MAINTENANCE	\$5,000	\$5,000	\$0	\$5,000
LANDSCAPE MAINTENANCE	\$212,300	\$212,300	\$180,803	\$31,498
LANDSCAPE MATERIAL & IMPROVEMENT	\$56,400	\$56,400	\$7,254	\$49,146
FERTILIZATION	\$44,644	\$44,644	\$17,328	\$27,316
CONTINGENCY	\$7,000	\$7,000	\$13,401	(\$6,401)
STREETLIGHTS	\$60,000	\$60,000	\$43,290	\$16,710
SIDEWALK & ASPHALT MAINTENANCE	\$6,000	\$6,000	\$0	\$6,000
TOTAL FIELD EXPENSES:	\$420,944	\$420,944	\$291,422	\$129,522

Highland Meadows II
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/20	ACTUAL THRU 09/30/20	VARIANCE
<u>CABANA & POOL EXPENSES</u>				
SECURITY	\$35,000	\$35,000	\$11,842	\$23,158
CONTINGENCY	\$7,500	\$7,500	\$9,026	(\$1,526)
ELECTRIC	\$25,000	\$25,000	\$18,810	\$6,190
INTERNET	\$900	\$900	\$2,027	(\$1,127)
PROPERTY & CASUALTY INSURANCE	\$15,000	\$15,000	\$9,678	\$5,322
PEST CONTROL	\$720	\$720	\$759	(\$39)
AMENITY REPAIR & MAINTENANCE	\$10,000	\$10,000	\$6,041	\$3,959
SWIMMING POOLS	\$19,500	\$19,500	\$19,430	\$70
WATER & SEWER	\$7,500	\$7,500	\$3,991	\$3,509
TOTAL CABANA & POOL EXPENSES	\$121,120	\$121,120	\$81,604	\$39,516
TOTAL EXPENDITURES	\$860,299	\$860,299	\$514,023	\$346,276
EXCESS REVENUES (EXPENDITURES)	\$0		\$348,800	
FUND BALANCE - BEGINNING	\$0		\$108,276	
FUND BALANCE - ENDING	\$0		\$457,076	

**Highland Meadows II
Community Development District
Statement of Revenues and Expenditures**

Debt Service Funds

For The Period Ending September 30, 2020

Description	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 4BC	Area 7/7A	Total
Revenues									
<i>Interest Income:</i>									
Revenue	\$303	\$418	\$791	\$343	\$1,230	\$451	\$596	\$1	\$4,132
Reserve	\$1,001	\$394	\$937	\$404	\$1,049	\$448	\$842	\$1,017	\$6,093
Prepayment	\$1	\$0	\$3	\$1	\$33	\$5	\$8,257	\$0	\$8,299
Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$616	\$616
General	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$6
<i>Assessments:</i>									
Tax Collector	\$67,531	\$99,465	\$178,305	\$104,048	\$296,192	\$127,328	\$160,768	\$0	\$1,033,636
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$41,208	\$0	\$41,208
Prepayments	\$0	\$0	\$0	\$0	\$15,366	\$0	\$1,048,861	\$533,835	\$1,598,062
Lot Closings	\$0	\$0	\$0	\$0	\$0	\$0	\$79,411	\$0	\$79,411
Bond Closing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$556,533	\$556,533
Transfer In	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$68	\$72
Total Revenues	\$68,836	\$100,277	\$180,040	\$104,796	\$313,870	\$128,237	\$1,339,942	\$1,092,069	\$3,328,068
Expenses									
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$173,241	\$173,241
Interest - 11/1	\$26,063	\$35,041	\$65,984	\$38,778	\$110,778	\$46,875	\$83,675	\$0	\$407,194
Principal - 11/1	\$15,000	\$25,000	\$0	\$0	\$35,000	\$30,000	\$30,000	\$0	\$135,000
Special Call- 11/1	\$5,000	\$0	\$0	\$0	\$15,000	\$0	\$10,000	\$0	\$30,000
Interest - 2/1	\$0	\$0	\$0	\$0	\$0	\$0	\$2,167	\$0	\$2,167
Special Call- 2/1	\$0	\$0	\$0	\$0	\$0	\$0	\$185,000	\$0	\$185,000
Interest - 5/1	\$25,494	\$34,400	\$65,984	\$38,778	\$109,631	\$46,238	\$78,566	\$90,022	\$489,112
Principal - 5/1	\$0	\$0	\$10,000	\$25,000	\$0	\$0	\$0	\$0	\$35,000
Special Call- 5/1	\$0	\$0	\$0	\$0	\$0	\$0	\$315,000	\$0	\$315,000
Interest - 8/1	\$0	\$0	\$0	\$0	\$0	\$0	\$5,427	\$0	\$5,427
Special Call - 8/1	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0	\$460,000
Absorbtion Payment	\$0	\$0	\$43,455	\$25,514	\$0	\$0	\$0	\$0	\$68,969
Total Expenses	\$71,556	\$94,441	\$185,423	\$128,070	\$270,409	\$123,113	\$1,169,834	\$263,263	\$2,306,110
Excess Revenues (Expenses)	-\$2,720	\$5,836	-\$5,383	-\$23,274	\$43,460	\$5,125	\$170,108	\$828,807	\$1,021,959
Beginning Fund Balance	\$193,261	\$124,939	\$236,739	\$121,785	\$345,897	\$141,114	\$208,488	\$0	\$1,372,223
Ending Fund Balance	\$190,541	\$130,776	\$231,356	\$98,511	\$389,357	\$146,239	\$378,596	\$828,807	\$2,394,182

**Highland Meadows II
Community Development District
Statement of Revenues and Expenditures**

Capital Projects Funds

For The Period Ending September 30, 2020

Description	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 4BC	Area 7/7A	Total
<u>Revenues</u>									
<i>Interest Income:</i>									
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,454	\$11,454
Cost of Issuance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68	\$68
Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,208,467	\$5,208,467
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$173,241	\$173,241
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,393,230	\$5,393,230
<u>Expenses</u>									
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,209,923	\$4,209,923
Cost of Issuance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$317,825	\$317,825
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$68	\$72
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$4,527,816	\$4,527,820
Excess Revenues (Expenses)	\$0	\$0	\$0	\$0	\$0	-\$5	\$0	\$865,414	\$865,410
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$1,118	\$5	\$13	-\$14,036	-\$12,900
Ending Fund Balance	\$0	\$0	\$0	\$0	\$1,119	\$0	\$13	\$851,379	\$852,510

Highland Meadows II Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
ON ROLL ASSESSMENTS	\$0	\$60,140	\$651,561	\$14,290	\$3,117	\$2,103	\$2,985	\$0	\$505	\$4,357	\$0	\$0	\$739,056
OFF ROLL ASSESSMENTS	\$0	\$0	\$0	\$61,828	\$0	\$30,914	\$0	\$0	\$30,914	\$0	\$0	\$0	\$123,657
HOLLY HILLS ROAD EAST INTERLOCAL REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER INCOME	\$0	\$30	\$10	\$0	\$0	\$0	\$0	\$0	\$30	\$40	\$0	\$0	\$110
TOTAL REVENUES	\$0	\$60,170	\$651,571	\$76,118	\$3,117	\$33,017	\$2,985	\$0	\$31,449	\$4,397	\$0	\$0	\$862,823

EXPENDITURES:

GENERAL & ADMINISTRATIVE:

SUPERVISORS FEES	\$0	\$600	\$600	\$600	\$0	\$0	\$0	\$800	\$800	\$0	\$600	\$0	\$4,000
PUBLIC OFFICIAL INSURANCE	\$2,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,196
TRUSTEE SERVICES	\$7,727	\$8,178	\$0	\$0	\$0	\$4,256	\$4,472	\$0	\$0	\$0	\$0	\$0	\$24,633
DISTRICT MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,000
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION AGENT	\$500	\$500	\$1,000	\$500	\$500	\$1,000	\$500	\$500	\$1,000	\$500	\$500	\$2,100	\$9,100
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY APPRAISER	\$18,812	\$0	\$0	\$293	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,105
DISTRICT COUNSEL	\$887	\$1,375	\$2,841	\$3,071	\$733	\$1,105	\$1,619	\$0	\$1,703	\$268	\$2,277	\$0	\$15,880
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AUDIT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,685	\$0	\$0	\$0	\$0	\$3,685
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE & SHIPPING	\$35	\$54	\$4	\$24	\$133	\$27	\$66	\$138	\$59	\$43	\$24	\$29	\$635
PRINTING & BINDING	\$116	\$0	\$45	\$47	\$48	\$13	\$0	\$0	\$1	\$1	\$0	\$3	\$274
OFFICE SUPPLIES	\$3	\$3	\$3	\$3	\$4	\$0	\$0	\$0	\$3	\$3	\$0	\$3	\$25
LEGAL ADVERTISING	\$1,217	\$0	\$272	\$276	\$281	\$0	\$0	\$1,066	\$683	\$2,194	\$2,227	\$0	\$8,216
BANK FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEBSITE MAINTENANCE	\$196	\$196	\$196	\$300	\$196	\$196	\$558	\$196	\$196	\$196	\$196	\$196	\$2,817
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
BOUNDARY AMENDMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M REPAYMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLAYGROUND	\$2,061	\$2,061	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$1,113	\$15,256
GENERAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL GENERAL & ADMINISTRATIVE:	\$36,841	\$15,884	\$8,989	\$9,145	\$5,924	\$10,628	\$11,245	\$10,416	\$8,475	\$7,236	\$9,854	\$6,360	\$140,997

FIELD EXPENSES

FIELD MANAGEMENT	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000
GENERAL INSURANCE	\$2,477	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,477
IRRIGATION	\$0	\$5,562	\$624	\$0	\$125	\$1,322	\$1,599	\$2,109	\$528	\$0	\$0	\$0	\$11,870
LANDSCAPE MAINTENANCE	\$14,590	\$14,590	\$14,590	\$14,590	\$14,590	\$17,890	\$15,250	\$15,250	\$12,963	\$15,500	\$15,500	\$15,500	\$180,803
LANDSCAPE MATERIAL & IMPROVEMENT	\$0	\$728	\$0	\$0	\$2,708	\$0	\$1,188	\$0	\$0	\$0	\$0	\$2,630	\$7,254
FERTILIZATION	\$0	\$0	\$0	\$0	\$2,475	\$2,475	\$2,475	\$2,475	\$2,475	\$2,475	\$2,475	\$0	\$17,328
CONTINGENCY	\$3,617	\$1,057	\$0	\$1,189	\$1,972	\$329	\$0	\$40	\$1,023	\$850	\$926	\$2,400	\$13,401
STREETLIGHTS	\$5,174	\$2,764	\$5,491	\$4,107	\$4,061	\$4,077	\$4,109	\$2,755	\$1,262	\$3,820	\$2,825	\$2,846	\$43,290
TOTAL FIELD EXPENSES	\$27,108	\$25,950	\$21,956	\$21,136	\$27,181	\$27,344	\$25,871	\$23,878	\$19,500	\$23,895	\$22,977	\$24,626	\$291,422

Highland Meadows II Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>CABANA & POOL EXPENSES</u>													
SECURITY	\$1,395	\$0	\$1,318	\$0	\$1,240	\$0	\$1,318	\$620	\$992	\$2,480	\$2,480	\$0	\$11,842
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$778	\$2,362	\$1,536	\$1,450	\$1,450	\$1,450	\$9,026
ELECTRIC	\$1,441	\$1,559	\$1,489	\$1,572	\$1,542	\$1,568	\$1,574	\$1,876	\$6	\$2,153	\$2,045	\$1,985	\$18,810
INTERNET	\$125	\$125	\$125	\$125	\$127	\$127	\$254	\$254	\$766	\$0	\$0	\$0	\$2,027
PROPERTY & CASUALTY INSURANCE	\$9,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,678
PEST CONTROL	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$0	\$759
AMENITY REPAIR & MAINTENANCE	\$0	\$635	\$0	\$0	\$432	\$0	\$697	\$735	\$2,637	\$905	\$0	\$0	\$6,041
SWIMMING POOLS	\$1,625	\$1,625	\$1,625	\$1,700	\$1,700	\$1,700	\$1,700	\$1,780	\$1,700	\$1,425	\$1,425	\$1,425	\$19,430
WATER & SEWER	\$293	\$300	\$273	\$428	\$445	\$654	\$553	\$294	\$234	\$0	\$324	\$193	\$3,991
TOTAL CABANA & POOL EXPENSES	\$14,626	\$4,313	\$4,898	\$3,894	\$5,554	\$4,118	\$6,942	\$7,990	\$7,940	\$8,483	\$7,792	\$5,053	\$81,604
TOTAL EXPENDITURES	\$78,574	\$46,147	\$35,844	\$34,175	\$38,660	\$42,089	\$44,058	\$42,284	\$35,915	\$39,614	\$40,623	\$36,039	\$514,023
EXCESS REVENUES/(EXPENDITURES)	(\$78,574)	\$14,023	\$615,727	\$41,943	(\$35,543)	(\$9,073)	(\$41,074)	(\$42,284)	(\$4,466)	(\$35,217)	(\$40,623)	(\$36,039)	\$348,800

Highland Meadows II
Community Development District
 Assessment Receipts - Fiscal Year 2020

Gross Assessments	\$ 784,290.36	\$ 71,665.02	\$ 105,553.44	\$ 189,219.51	\$ 110,417.02	\$ 170,608.67	\$ 314,322.47	\$ 135,122.40	\$ 1,881,198.89
Net Assessments	\$ 737,232.94	\$ 67,365.12	\$ 99,220.23	\$ 177,866.34	\$ 103,792.00	\$ 160,372.15	\$ 295,463.12	\$ 127,015.06	\$ 1,768,326.96
	41.69%	3.81%	5.61%	10.06%	5.87%	9.07%	16.71%	7.18%	100.00%

Date Received	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund	021	022	023	024	027	025	026	Total
							Series 2014 Area 1 (2A)	Series 2014 Area 2 (2B)	Series 2016 Phase 3	Series 2016 4A	Series 2017 4B/C	Series 2017 5A and 5B	Series 2017 Area 6 and 6A	
11/14/19	\$ 1,151.37	\$ -	\$ 23.03	\$ -	\$ 1,128.34	\$ 470.42	\$ 42.98	\$ 63.31	\$ 113.49	\$ 66.23	\$ 102.33	\$ 188.53	\$ 81.05	\$ 1,128.34
11/18/19	\$ 551.24	\$ -	\$ 11.02	\$ -	\$ 540.22	\$ 225.22	\$ 20.58	\$ 30.31	\$ 54.34	\$ 31.71	\$ 48.99	\$ 90.26	\$ 38.80	\$ 540.22
11/22/19	\$ 3,900.84	\$ -	\$ 78.01	\$ -	\$ 3,822.83	\$ 1,593.78	\$ 145.63	\$ 214.50	\$ 384.52	\$ 224.38	\$ 346.70	\$ 638.74	\$ 274.59	\$ 3,822.83
11/29/19	\$ 141,592.11	\$ -	\$ 2,831.84	\$ -	\$ 138,760.27	\$ 57,850.52	\$ 5,286.13	\$ 7,785.79	\$ 13,957.14	\$ 8,144.54	\$ 12,584.37	\$ 23,184.93	\$ 9,966.85	\$ 138,760.27
12/6/19	\$ 178,087.47	\$ -	\$ 3,561.75	\$ -	\$ 174,525.72	\$ 72,761.49	\$ 6,648.63	\$ 9,792.58	\$ 17,554.59	\$ 10,243.79	\$ 15,827.99	\$ 29,160.85	\$ 12,535.80	\$ 174,525.72
12/16/19	\$ 1,416,641.37	\$ -	\$ 28,332.83	\$ -	\$ 1,388,308.54	\$ 578,799.51	\$ 52,888.17	\$ 77,897.53	\$ 139,642.36	\$ 81,486.81	\$ 125,907.73	\$ 231,967.27	\$ 99,719.16	\$ 1,388,308.54
1/15/20	\$ 33,948.33	\$ -	\$ 678.97	\$ -	\$ 33,269.36	\$ 13,870.32	\$ 1,267.41	\$ 1,866.73	\$ 3,346.38	\$ 1,952.75	\$ 3,017.25	\$ 5,558.85	\$ 2,389.67	\$ 33,269.36
1/31/20	\$ -	\$ -	\$ -	\$ 1,006.34	\$ 1,006.34	\$ 419.55	\$ 38.34	\$ 56.47	\$ 101.22	\$ 59.07	\$ 91.27	\$ 168.15	\$ 72.28	\$ 1,006.34
2/13/20	\$ 7,628.96	\$ -	\$ 152.58	\$ -	\$ 7,476.38	\$ 3,116.98	\$ 284.82	\$ 419.50	\$ 752.01	\$ 438.83	\$ 678.04	\$ 1,249.20	\$ 537.01	\$ 7,476.38
3/13/20	\$ 5,146.03	\$ -	\$ 102.92	\$ -	\$ 5,043.11	\$ 2,102.52	\$ 192.12	\$ 282.97	\$ 507.26	\$ 296.01	\$ 457.37	\$ 842.63	\$ 362.24	\$ 5,043.11
4/14/20	\$ 7,287.49	\$ -	\$ 145.75	\$ -	\$ 7,141.74	\$ 2,977.46	\$ 272.07	\$ 400.72	\$ 718.35	\$ 419.18	\$ 647.69	\$ 1,193.29	\$ 512.98	\$ 7,141.74
4/30/20	\$ -	\$ -	\$ -	\$ 17.12	\$ 17.12	\$ 7.14	\$ 0.65	\$ 0.96	\$ 1.72	\$ 1.00	\$ 1.55	\$ 2.86	\$ 1.23	\$ 17.12
6/15/20	\$ 1,235.33	\$ -	\$ 24.70	\$ -	\$ 1,210.63	\$ 504.72	\$ 46.12	\$ 67.93	\$ 121.77	\$ 71.06	\$ 109.79	\$ 202.28	\$ 86.96	\$ 1,210.63
7/15/20	\$ 10,649.46	\$ -	\$ 212.98	\$ -	\$ 10,436.48	\$ 4,351.07	\$ 397.58	\$ 585.59	\$ 1,049.75	\$ 612.57	\$ 946.50	\$ 1,743.79	\$ 749.63	\$ 10,436.48
7/31/20	\$ -	\$ -	\$ -	\$ 5.43	\$ 5.43	\$ 2.26	\$ 0.21	\$ 0.30	\$ 0.55	\$ 0.32	\$ 0.49	\$ 0.91	\$ 0.39	\$ 5.43
Totals	\$ 1,807,820.00	\$ -	\$ 36,156.38	\$ 1,028.89	\$ 1,772,692.51	\$ 739,052.98	\$ 67,531.43	\$ 99,465.18	\$ 178,305.45	\$ 104,048.24	\$ 160,768.07	\$ 296,192.55	\$ 127,328.62	\$ 1,772,692.51

% Collected: 100.25%

OFF ROLL ASSESSMENTS

Clayton Properties Group, Inc.

Net Assessments \$ 26,557 \$ 26,557

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
1/15/20	12/1/19	17627	\$ 13,278.63	\$ 13,278.63	\$ 13,278.63
3/16/20	2/1/20	19636	\$ 6,639.32	\$ 6,639.32	\$ 6,639.32
5/19/20	5/1/20	21961	\$ 6,639.32	\$ 6,639.32	\$ 6,639.32
			\$ 26,557.27	\$ 26,557.27	\$ 26,557.27

Amcope Corp

Net Assessments \$ 97,099 \$ 97,099

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
1/15/20	12/1/19	48549.57	\$ 48,549.57	\$ 48,549.57	\$ 48,549.57
3/16/20	2/1/20	19636	\$ 24,274.78	\$ 24,274.78	\$ 24,274.78
5/19/20	5/1/20	21961	\$ 24,274.78	\$ 24,274.78	\$ 24,274.78
			\$ 97,099.13	\$ 97,099.13	\$ 97,099.13

HMLP IV, LLC

Net Assessments \$ 69,643 \$ 69,643

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	2017 DEBT FUND
10/24/19	10/1/19	Wire	\$ 41,208.00	\$ 41,208.00	\$ 41,208.00
	12/1/19		\$ 34,821.39		
	2/1/20		\$ 17,410.69		
	5/1/20		\$ 17,410.69		
			\$ 110,850.77	\$ 41,208.00	\$ 41,208.00