

*Candler Hills East Community
Development District*

Agenda

November 20, 2018

AGENDA

Candler Hills East

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

November 13, 2018

Board of Supervisors
Candler Hills East Community
Development District

The Board of Supervisors of the Candler Hills East Community Development District will meet on **Tuesday, November 20, 2018 at 9:00 a.m., or as shortly thereafter as reasonably possible, at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, Florida 34481.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Notice for Meeting
- IV. Organizational Matters
 - A. Appointment of Individual to Fulfill the Board Vacancy in Seat 4 with a Term Ending November 2022
 - B. Administration of Oath of Office to Newly Appointed Supervisor
 - C. Election of Officers
 - D. Consideration of Resolution 2019-01 Electing Officers
- V. Approval of Minutes of the August 21, 2018 Meeting
- VI. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2018
- VII. Consideration of Agreement with Candler Hills Neighborhood Association Regarding Mowing for Drainage Retention Areas
- VIII. Ratification of Agreement with Sharp Fence Construction, LLC for Maintenance of Retention Ponds
- IX. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
- X. Other Business
- XI. Supervisors Requests
- XII. 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.

Enclosed under the third order of business is the affidavit of publication associated with the public notice for this meeting.

The fourth order of business is Organizational Matters. Section A is the appointment of individual to fulfill the Board vacancy in seat 4 with a term ending November 2022. Section B is administration of Oath of Office to newly appointed Supervisor. Section C is Election of Officers. Section D is the consideration of Resolution 2019-01 Electing Officers. A copy of the Resolution is enclosed for your review.

The fifth order of business is the approval of the minutes from the August 21, 2018 meeting. The minutes are enclosed for your review.

The sixth order of business is consideration of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2018. A copy of the engagement letter is enclosed for your review.

The seventh order of business is the consideration of agreement with the Candler Hills Neighborhood Association regarding the Mowing of Drainage Retention Areas. A copy of the agreement is enclosed for your review.

The eighth order of business is ratification of agreement with Sharp Fence Construction, LLC for maintenance of retention ponds. A copy of the agreement is enclosed for your review.

The ninth order of business is Staff Reports. Section 1 of the District Managers Report includes the check register for approval and 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 have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. S. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

Cc: Gerald Colen, District Counsel
Ken Colen, On Top of the World
Guy Woolbright, On Top of the World
Lynette Vermillion, On Top of the World
Darrin Mossing, GMS

SECTION III

AFFIDAVIT OF PUBLICATION

Star-Banner
Published – Daily
Ocala, Marion County, Florida

STATE OF FLORIDA
COUNTY OF MARION

[Signature] Before the undersigned, a Notary Public of Said County and State, who on oath says that they are an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of

NOTICE OF MEETING DATES CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT *The Board of Supervisors of the Candler Hills East Community Development District will hold their regularly scheduled public meetings for the Fiscal Year 2019 at 9:00 AM, or as sh*

was published in said newspaper in the issues of:

9/18 1x

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 18 day of September, A.D., 2018



[Signature]
Notary Public
HARMONY STALTER
(Print, Type or Stamp Name of Notary Public)

NOTICE OF MEETING DATES CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Candler Hills East Community Development District will hold their regularly scheduled public meetings for the Fiscal Year 2019 at 9:00 AM, or as shortly thereafter as reasonably possible, at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34476 as follows:

November 20, 2018
February 19, 2019
May 21, 2019
August 20, 2019

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management Services –
Central Florida, LLC
District Manager

September 18, 2018
#A000940883

Ad #: A000940883

AFFIDAVIT OF PUBLICATION

Star-Banner
Published – Daily
Ocala, Marion County, Florida

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned, a Notary Public of Said County and State, Destiny Knight who on oath says that they are an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT Notice is hereby given that the qualifying period for the candidates for the office of Supervisor of the Candler Hills East

was published in said newspaper in the issues of:

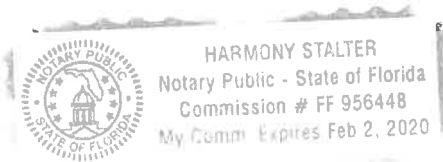
5/25 1x

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 25 day of May, A.D., 2018

Harmony Stalter
HARMONY STALTER
Notary Public

(Print, Type or Stamp Name of Notary Public)



NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for the candidates for the office of Supervisor of the Candler Hills East Community Development District will commence at noon on June 18, 2018, and close at noon on June 22, 2018. Candidates must qualify for the office of Supervisor with the Marion County Supervisor of Elections located at 981 NE 16th Street, Ocala, FL 34470, (352) 620-3290. All candidates shall qualify for individual seats in accordance with section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Marion County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Candler Hills East Community Development District has 3 seats up for election, specifically seats 1, 4, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 6, 2018, in the manner prescribed by law for general elections.

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

George S. Flint
Governmental Management Services –
Central Florida, LLC
District Manager

May 25, 2018
#A000934188

Ad #: A000934188

SECTION IV

SECTION D

RESOLUTION 2019-01

A RESOLUTION ELECTING OFFICERS OF THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the **Candler Hills East Community Development District** at a regular business meeting held on **November 20, 2018** desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 20th DAY OF November, 2018.

Chairman / Vice Chairman

Secretary / Assistant Secretary

SECTION V

MINUTES OF MEETING
CANDLER HILLS EAST
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Candler Hills East Community Development District was held on Tuesday, August 21, 2018 at 9:00 a.m. at Circle Square Commons Cultural Center, 8395 S.W. 80th Street, Ocala, Florida.

Present and constituting a quorum were:

Philip J. Moherek Sr.
Elmer Greene
Robert Scherff
Larry Garvin

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

George Flint
Gerald Colen
Rachel Wagoner
Philip Hisey
Lynette Vermillion
Members of the Public

District Manager
District Counsel
Colen & Wagoner
On Top of The World Communities
On Top of The World Communities

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: This is just for the Candler Hills East Community Development District. If you have any comments on the agenda for the Candler Hills East CDD, now would be your opportunity to speak. Hearing none,

THIRD ORDER OF BUSINESS

Notice for Meeting

Mr. Flint: You will see in your agenda the affidavit of publication. The meeting was advertised in the Ocala Star Banner at least seven days before today. Also, the budget hearing was advertised at 21 and 14 days.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 15, 2018 Meeting

Mr. Flint: Did the Board have any additions, deletions, or corrections to those?

Mr. Greene: I'll make a motion.

On MOTION by Mr. Garvin, seconded by Mr. Greene, with all in favor, the minutes of the May 15, 2018 meeting, were approved as presented.

FIFTH ORDER OF BUSINESS

Discussion of Landscape Maintenance Contracts

Mr. Flint: I don't have the information for you today, so we are going to defer that item to your next meeting.

SIXTH ORDER OF BUSINESS

Consideration of Agreement with the Candler Hills Neighborhood Association Regarding Mowing for the Drainage Retention Areas

Mr. Flint: As the Board knows, because the Candler Hills Community is broken up into Candler Hills East and Candler Hills West—East being covered by a CDD and West not—there was an issue with the allocation of costs for maintenance of the dry retention areas, and a solution to that is that the Neighborhood Association is going to agree to take over maintenance of the CDD dry retention areas and then they will have control over maintenance of all the dry retention areas. Therefore, those costs will be spread across the entire Candler Hills community. There is a letter in your agenda packet from the Chairman of the Candler Hills Neighborhood Association agreeing to that concept. However, because of the difference in fiscal years between the HOA and the CDD, the CDD will need to budget for the first 3 months—October, November, December—until the Neighborhood Association can get it into their budget, effective January 1st. The other thing that they point out in their letter is that they will only be responsible for maintenance, they would not be responsible for any repairs. For example, if there was a sink hole or some issue like that, the CDD would continue to be obligated to make those repairs, but they would take over the mowing maintenance as part of their other contract. Are there any questions on that?

Mr. Scherff: It shows that Drainage Retention Areas 3, 4, and 6 are currently maintained by Cindy, Cohan, and Associates as a part of the golf course maintenance, and that the Association is unable to do those. How do we handle those 3 areas?

Mr. Flint: Right now, the golf course is bearing the cost of that maintenance.

Mr. Scherff: Are they going to continue to do that?

Mr. Flint: Yes.

Mr. Scherff: So, they are currently bearing the cost and my understanding is that they will continue to.

Mr. Colen: I would just like to say something really quick. I am from the District Counsel and I am going to be preparing an agreement between the CDD and the Neighborhood Association—I should have had it done before this and I apologize. I have no excuse, I just didn't do it, but I will be doing it and getting it to Mr. Flint, and we will be passing it around.

Mr. Flint: Any questions on that issue? The Association, in their annual meeting where they do their budget adoption, will formally adopt that as part of their budget and we have an agreement as District Counsel indicated, that you will formally approve codifying that you understand.

SEVENTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2018-02 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations

Mr. Flint: The Board knows that back in the Spring, you approved what is called a “proposed budget” and you set today as the date, place, and time for the public hearing for its final consideration. The noticing requirements as indicated in the Resolution have been met. Exhibit A to the Resolution 2018-02 is the proposed budget. It has been revised since you saw it back in the Spring, and you will notice the primary change is that under the maintenance section under retention ponds, that number has been reduced from \$49,995 to \$12,499. That \$12,499 would cover the expenses for October, November, and December. We have covered that cost of the first quarter through recognizing carry forward. So, up in your revenue, you will see \$12,499. What that allows us to do is reduce your per unit assessments down to what they would be

recognizing that the maintenance would be taken over by the HOA for a full 12 months. So, the per unit assessment is decreasing from \$178 down to \$93 per year. Any questions on the Resolution or the Exhibit from the Board?

Mr. Garvin: I believe next year after we have paid the \$12,000, it would be \$50,000. Wouldn't the annual \$93 be reduced the following year?

Mr. Flint: No what I did is I used \$12,499 of carry forward to fund the first 3 month of maintenance, and then that allowed us to reduce the assessment down to what it will be for the full 12 months, so it is not going to go down again. It's down as if we weren't paying anything for next year.

Mr. Garvin: Okay.

Mr. Flint: This is a public hearing so I will ask if there is anybody who wants to provide comment in the public on the Candler Hills East Budget for Fiscal Year 2019? Hearing none, we will bring it back to the Board for consideration of the Resolution.

Ms. Jenkins: I have something to say. Carol Jenkins 8826 Southwest 86th Court. Does this mean now that come January, everybody in East and West will pay a certain amount more per month on their fees and that the taxable amount that shows up on the tax will go down?

Mr. Flint: For people who live in Candler Hills East, their tax bill—operating and maintenance assessment would go down from \$178 to \$93, and then everybody who lives in both Candler Hills East and West would see a slight increase in their Homeowner's Association Fee. I don't know what the dollar amount is—that is a HOA issue. But from the CDD's perspective, the people in Candler Hills East will actually see a net reduction between the decrease in the CDD and the increase in the HOA.

Ms. Jenkins: Okay, thank you.

Mr. Flint: Are there any other public comments? Hearing none,

On MOTION, by Mr. Moherrek, seconded by Mr. Greene, with all in favor, Resolution 2018-02 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2018-03 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint: The next Resolution is imposing the annual assessments. There are two exhibits to it, one is the budget you just approved and the other is the assessment rule. What this Resolution does is it authorizes us to transmit the tax roll to the County with the pre-entered amounts that are reflected in the budget you just approved. Any questions on the Resolution? If not, is there a motion to approve it?

On MOTION, Mr. Scherff, seconded by Mr. Garvin, with all in favor, Resolution 2018-03 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2018-04 Declaring of Vacancy in Seat 4 of the Board of Supervisors

Mr. Flint: We have 3 seats that are up for election in November. Those show up on the November ballot when you go to the polls. Unfortunately, one of those seats—I think Mr. Garvin had a miscommunication with the Supervisor of Elections, and as a result, Mr. Garvin was not reflected as “qualifying” for his seat. So, what this resolution does is it declares a vacancy in that seat effective after the election. This is something that we are required to do, and then the Board has the option at that point of either re-appointing Mr. Garvin if he decides he wants to continue to serve, or you can appoint someone else to fill that seat. This is a legal requirement just declaring the seat vacant, and then the Board has the option of how you want to handle that vacancy once that election takes place. Any questions on the Resolution?

Mr. Garvin: When I went down to the Supervisor of Elections and handed in my paper, and I do have it stamped, but I asked if I owed any money, and the stamp person said no, so I said, “Fine.” So that is how that miscommunication transpired. But I do intend to come back if they want to re-appoint me.

Mr. Flint: For the audience’s benefit, these Board Members are elected officials, so when they run they have to qualify through the Supervisor of Elections, just like a County Commissioner, a School Board Member, or a City Commissioner. They do have a streamline process for Special Districts, but every two years, there are elections for this Board, and at this point, the Board is all resident-controlled and it is run by the Supervisor of Elections’ Office.

Mr. Scherff: I would like to make one other comment too for the audience. If we run unopposed, then we don't have to run in the election. Mr. Bain and myself ran unopposed, so therefore, we are automatically re-elected.

Mr. Flint: That is correct, and your names will actually not show up on the ballot because you ran unopposed, and you were the only individuals to qualify for those two seats. Any other discussion?

On MOTION, Mr. Moherek, seconded by Mr. Scherff, with all in favor, Resolution 2018-04 Declaring a Vacancy in Seat 4 of the Board of Supervisors, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: District Counsel, anything?

Mr. Colen: We have nothing.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

1. Approval of Check Register

Mr. Flint: You have the approval of the check register. That's been provided to you in your agenda from May 9th through August 13th that totals \$26,731.58, and then the detailed register is contained behind the summary. Are there any questions on the check register? Hearing none,

On MOTION, Mr. Greene seconded by Mr. Moherek, with all in favor, the check register from May 9th through August 13th, totaling \$26,731.58, was approved.

2. Balance Sheet and Income Statement

Mr. Flint: We have also provided you the unaudited financial reports through July 31, 2018. There's no action required. If the Board has any questions, we can discuss those.

3. Approval of an Annual Meeting Schedule

Mr. Flint: Each year, you are required to approve an annual meeting schedule, and you have, in the past, chosen to meet 4 times a year. We have proposed dates of November 20th, February 19th, May 21st, and August 20th. The only thing I will point out about November 20th is that is the week of Thanksgiving. I think that is a Tuesday before Thanksgiving, so if that is a problem for anyone, we may want to consider a different date. If it is okay with the Board, we can keep that.

On MOTION, Mr. Greene seconded by Mr. Scherff, with all in favor, the annual meeting schedule was approved, as presented.

TENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS**Supervisor's Requests**

There being none, the next item followed.

TWELTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Moherek, seconded by Mr. Greene, with all in favor, the meeting adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 28, 2018

George S. Flint, District Manager
Governmental Management Services, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Candler Hills East Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2018.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

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Candler Hills East Community Development District
August 28, 2018
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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Candler Hills East Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Candler Hills East Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

- a) That management has fulfilled its responsibilities as set out in the terms of this letter; and;
- b) That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Candler Hills East Community Development District
August 28, 2018
Page 3

Management is responsible for identifying and ensuring that Candler Hills East Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Candler Hills East Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Candler Hills East Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Candler Hills East Community Development District's Records and Assistance

If circumstances arise relating to the condition of the Candler Hills East Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Candler Hills East Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Candler Hills East Community Development District
August 28, 2018
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Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018 will not exceed \$3,510 unless the scope of the engagement is changed, the assistance which Candler Hills East Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Candler Hills East Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Candler Hills East Community Development District, Candler Hills East Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Reporting

We will issue a written report upon completion of our audit of Candler Hills East Community Development District's financial statements. Our report will be addressed to the Board of Candler Hills East Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

Candler Hills East Community Development District

August 28, 2018

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In addition to our report on Candler Hills East Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Candler Hills East Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and *audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.

Baggett, Reutimann & Associates

Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND CANDLER HILLS EAST COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 28, 2018)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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


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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSNF.COM**

Auditor: J.W. Gaines

District: Candler Hills East CDD

By:  _____

By: _____

Title: Director

Title: _____

Date: September 11, 2018

Date: _____

SECTION VII

AGREEMENT TO ASSUME CONTRACTUAL
OBLIGATIONS REGARDING DRAINAGE AREA MOWING

THIS AGREEMENT is made this ____ day of _____ 2018, between Candler Hills East Community Development District (hereinafter CHECDD) and Candler Hills Neighborhood Association, Inc. (hereinafter CHNA) for the purposes set forth here:

WHEREAS, at present, CHECDD is obligated to mow certain drainage areas listed as drainage areas 1, 2, 5, 7 and 8 as are fully described in Exhibit 1 that is attached to this Agreement and fully incorporated herein;

WHEREAS, drainage areas 3, 4 and 6 are maintained by Sidney Colen & Associates, LTD as part of certain golf course maintenance but are not included in this Agreement;

WHEREAS, CHNA desires to assume the obligation to mow the drainage areas 1, 2, 5, 7 and 8 as set forth in said Exhibit 1 to this Agreement;

WHEREAS, upon assuming the obligation to mow the above-listed drainage areas, CHNA acknowledges, ratifies and confirms that it will assume mowing responsibility on those areas even though said areas are the property of CHECDD;

NOW THEREFORE, CHECDD and CHNA agree as follows:

1. CHECDD shall authorize CHNA to take such action as is necessary and proper to have CHNA assume all the obligations to mow drainage areas 1, 2, 5, 7 and 8 in attached Exhibit 1, including the financial responsibility that will be required.
2. CHNA shall provide a sufficient amount in its 2019 budget to pay for all costs and expenses associated with the maintenance of said drainage areas. Provided further, that CHNA shall hold harmless CHECDD from any action, cause of action, loss or damages resulting from its assumption of said maintenance obligations including mowing.
3. CHECDD shall remain responsible for maintenance obligations other than mowing, such as, but not limited to, geological anomaly repairs if any there might be.
4. Both CHECDD and CHNA shall allocate the prorated costs of maintenance on its separate budgets, with CHNA providing for prorated mowing costs on its budget commencing on January 1, 2019.

IN WITNESS WHEREOF, the parties have signed this document on the date or dates set forth beneath their signatures.

CANDLER HILLS COMMUNITY
DEVELOPMENT DISTRICT

CANDLER HILLS NEIGHBORHOOD
ASSOCIATION, INC.

BY: _____

BY: _____

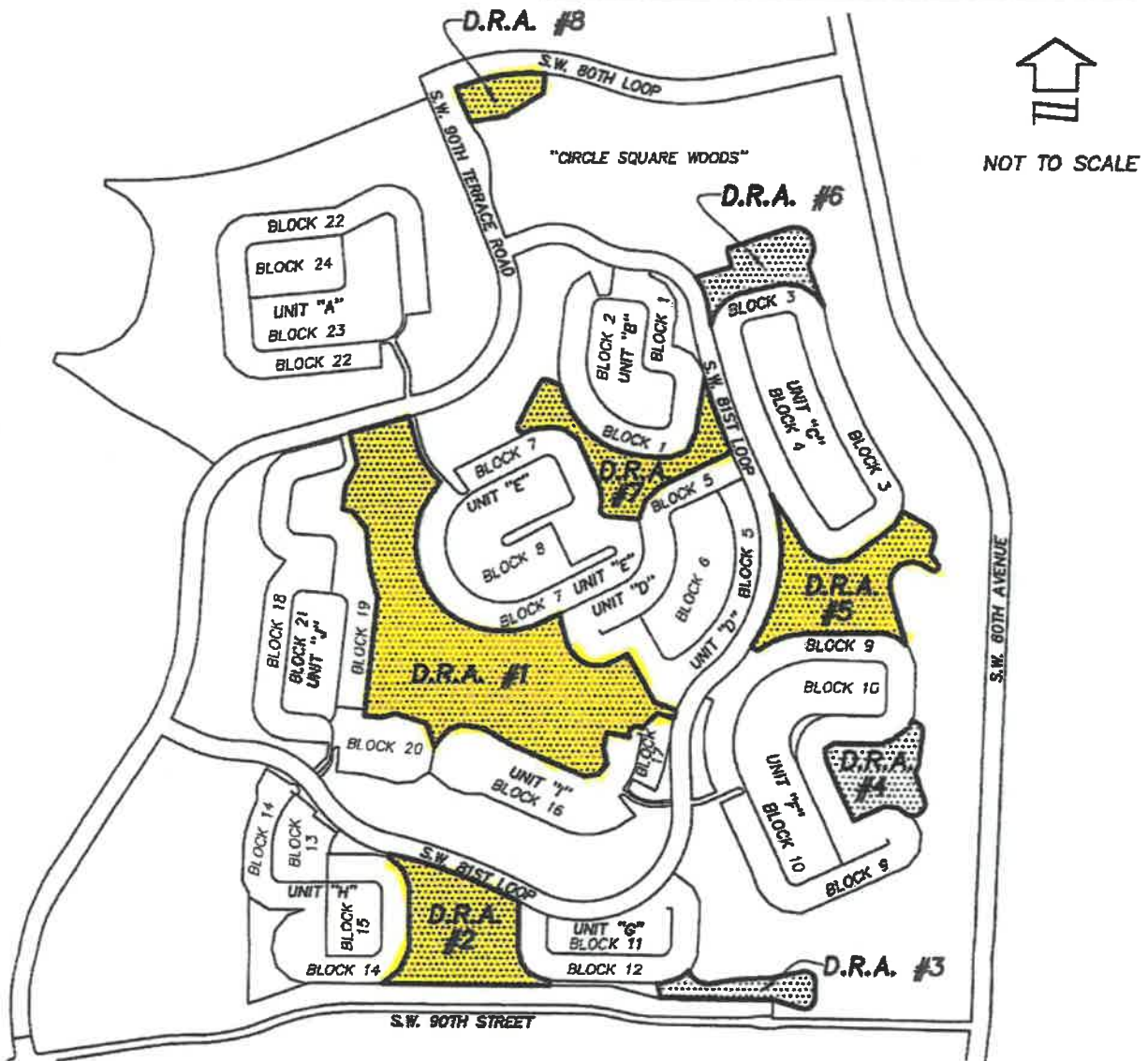
DATE: _____

DATE: _____

SEE SHEET 2 OF 21 FOR TABLE OF
CONTENTS AND GENERAL NOTES.

EXHIBIT 1

DRA 1, 2, 5, 7, 8



SHEET 1 OF 21

KEY MAP ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF
DESCRIPTION MEETS THE APPLICABLE "MINIMUM
TECHNICAL STANDARDS" AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS
AND MAPPERS IN CHAPTER 61 917-6, PURSUANT
TO SECTION 472.027, FLORIDA STATUTES

George D. Gibson 5/21/07
GEORGE D. GIBSON, II DATE
PROFESSIONAL SURVEYOR &
MAPPER LICENSE NUMBER 5830

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

**BOWYER
SINGLETON
& ASSOCIATES, INCORPORATED**
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

7651 S.W. HWY 200, SUITE 306
OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

**CANDLER HILLS EAST
DRAINAGE RETENTION
AREAS
KEY MAP**

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GDG

0:\307\307-11-94 CHE ENGINEER-DRA\DWG-1 and DT\DRA-LEGAL\SDWG\KEY SHEET.dwg

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #1

THAT PARCEL OF LAND LYING IN PORTIONS OF WRA 59-39, WRA 61-39, AND WRA 62-39, TRACT 8 AND BLOCKS 160, 163, AND 165, ALL OF CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BOUNDED BY BLOCKS 7, 16, 17, 19, 20, AND TRACTS "L-22", "L-24", "L-26" ALL OF CANDLER HILLS EAST PHASE 1 UNITS "E", "I" AND "J" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 158 THROUGH 166, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND ALSO BOUNDED BY BLOCK 5 AND TRACTS "L-13" AND "L-16", ALL OF CANDLER HILLS EAST PHASE 1 UNITS "B", "C", "D", "F" AND "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 90 THROUGH 108, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 19; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY LINE OF SAID BLOCK 19; (1)THENCE NORTH 15°25'03" WEST 155.44 FEET; (2)THENCE NORTH 04°18'24" WEST 205.39 FEET; (3)THENCE NORTH 43°51'06" WEST 130.16 FEET; (4)THENCE NORTH 84°00'00" WEST 36.58 FEET; (5)THENCE NORTH 06°00'00" EAST 125.93 FEET; (6)THENCE NORTH 24°40'03" WEST 74.50 FEET TO A POINT ON A 80.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 16°09'05" WEST, SAID CURVE COINCIDENT WITH THE EASTERLY LINE OF SAID TRACT "L-26"; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE; (1)THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°50'55" AN ARC DISTANCE OF 122.66 FEET TO A POINT OF TANGENCY; (2)THENCE NORTH 14°00'00" WEST 104.00 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; (3)THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'13" AN ARC DISTANCE OF 4.03 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT "L-16"; THENCE NORTH 76°00'00" EAST 330.00 FEET, ALONG SAID SOUTHERLY LINE, TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 64°27'47" WEST, SAID CURVE COINCIDENT WITH THE WESTERLY LINE OF SAID TRACT "L-24"; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID WESTERLY LINE; (1)THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'13" AN ARC DISTANCE OF 4.03 FEET TO A POINT OF TANGENCY; (2)THENCE SOUTH 14°00'00" EAST 126.29 FEET TO A POINT OF CURVATURE OF A 430.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (3)THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°00'00" AN ARC DISTANCE OF 232.65 FEET TO A POINT OF TANGENCY; (4)THENCE SOUTH 45°00'00" EAST 28.61 FEET; (5)THENCE SOUTH 37°15'00" WEST 77.16 FEET TO THE NORTHWEST CORNER OF LOT 39 OF SAID BLOCK 7; THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 7; (1)THENCE SOUTH 25°45'00" WEST 91.37 FEET; (2)THENCE SOUTH 14°15'00" WEST 91.37 FEET; (3)THENCE SOUTH 02°37'30" WEST 93.35 FEET; (4)THENCE SOUTH 08°07'30" EAST 93.35 FEET; (5)THENCE SOUTH 20°45'00" EAST 91.37 FEET; (6)THENCE SOUTH 32°15'00" EAST 91.37 FEET; (7)THENCE SOUTH 43°45'00" EAST 91.37 FEET; (8)THENCE SOUTH 55°15'00" EAST 91.37 FEET; (9)THENCE SOUTH 66°52'30" EAST 93.35 FEET; (10)THENCE SOUTH 78°37'30" EAST 93.35 FEET; (11)THENCE NORTH 89°45'00" EAST 91.37 FEET; (12)THENCE NORTH 78°15'00" EAST 91.37 FEET; (13)THENCE NORTH 66°37'34" EAST 87.49 FEET; (14)THENCE NORTH 82°21'48" EAST 70.03 FEET TO THE NORTHWEST CORNER OF LOT 23 OF SAID BLOCK 5; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE EASTERLY LINE OF SAID BLOCK 5; (1)THENCE SOUTH 12°57'28" EAST 140.83 FEET; (2)THENCE SOUTH 15°35'54" EAST 41.92 FEET; (3)THENCE SOUTH 42°05'54" EAST 84.56 FEET; (4)THENCE SOUTH 69°35'54" EAST 120.85 FEET; (5)THENCE NORTH 63°13'06" EAST 152.63 FEET; (6)THENCE SOUTH 20°08'02" EAST 38.55 FEET; (7)THENCE SOUTH 29°46'54" EAST 249.89 FEET; (8)THENCE TOWARDS

SHEET 3 OF 21

(SEE SHEETS 12-14 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ON TOP OF THE
WORLD,
COMMUNITIES, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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7651 S.W. HWY 200, SUITE 306
OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

DRAINAGE
RETENTION
AREA #1

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GDC

O:\30T\30T-J1-94 CHE ENGINEER-DRA\DWG-LandDT\TRA-LEDALS\dwg\TRA_1.dwg

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #1 (CONTINUED FROM SHEET 3)

THE RADIUS POINT OF THE NEXT DESCRIBED CURVE SOUTH 69°12'06" EAST 123.27 FEET TO A POINT ON A 550.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, SAID CURVE COINCIDENT WITH THE WESTERLY LINE OF SAID TRACT "L-13"; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'57" AN ARC DISTANCE OF 50.07 FEET TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK 17; THENCE NORTH 69°12'06" WEST 90.23 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 4, TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE TOWARDS THE RADIUS POINT OF THE NEXT DESCRIBED CURVE SOUTH 42°24'06" WEST 113.63 FEET, ALONG SAID NORTHERLY LINE OF SAID LOT 4, TO A POINT ON A 39.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID POINT ALSO THE WESTERNMOST SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 159°27'54" AN ARC DISTANCE OF 108.54 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE NORTHERLY LINE OF SAID BLOCK 16; THENCE THE FOLLOWING FIFTEEN (15) COURSES ALONG SAID NORTHERLY LINE; (1)THENCE NORTH 77°35'54" WEST 128.20 FEET; (2)THENCE SOUTH 12°24'06" WEST 80.00 FEET; (3)THENCE SOUTH 14°02'33" EAST 88.79 FEET; (4)THENCE SOUTH 41°18'06" WEST 68.54 FEET; (5)THENCE SOUTH 78°18'06" WEST 68.54 FEET; (6)THENCE NORTH 66°30'01" WEST 75.05 FEET; (7)THENCE NORTH 63°51'00" WEST 83.15 FEET; (8)THENCE NORTH 65°09'00" WEST 83.15 FEET; (9)THENCE NORTH 66°27'00" WEST 83.15 FEET; (10)THENCE NORTH 67°45'00" WEST 62.45 FEET; (11)THENCE NORTH 61°27'18" WEST 84.28 FEET; (12)THENCE NORTH 59°24'51" WEST 105.98 FEET; (13)THENCE NORTH 80°28'54" WEST 103.74 FEET; (14)THENCE SOUTH 69°30'06" WEST 106.81 FEET; (15)THENCE SOUTH 31°49'44" WEST 89.48 FEET TO THE NORTHERLY LINE OF SAID BLOCK 20; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY LINE; (1)THENCE NORTH 15°25'21" WEST 137.33 FEET; (2)THENCE NORTH 72°35'54" WEST 176.50 FEET; (3)THENCE SOUTH 66°55'55" WEST 65.77 FEET; (4)THENCE NORTH 84°00'00" WEST 98.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "L-22"; THENCE NORTH 08°00'00" EAST 621.99 FEET, ALONG THE EASTERLY LINES OF SAID TRACT "L-22" AND BLOCK 19, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 1136506 SQUARE FEET (26.09 ACRES) MORE OR LESS.

SHEET 4 OF 21

(SEE SHEETS 12-14 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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(352) 291-4930

MARION COUNTY

FLORIDA

**DRAINAGE
RETENTION
AREA #1**

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GDG

Q:\30T\30T-J1-94 CHE ENGINEER-DRA\DWG-LandDT\TRA-LEGALS\dwg\TRA_1.dwg

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #2

THAT PARCEL OF LAND LYING IN A PORTION OF TRACT "Y", CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BOUNDED BY SOUTHERLY BOUNDARY OF TRACT "L-4" AND LOTS 1 THROUGH 5 OF BLOCK 12, CANDLER HILLS EAST PHASE 1 UNITS "B", "C", "D", "F" AND "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 90 THROUGH 108, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND ALSO BOUNDED IN BY LOTS 7 THROUGH 16 OF BLOCK 14, CANDLER HILLS EAST PHASE 1 UNIT H ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 142 THROUGH 146, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 16; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY LINE OF SAID LOTS 7 THROUGH 16; (1)THENCE NORTH 54°54'06" EAST 110.36 FEET; (2)THENCE NORTH 25°54'06" EAST 83.20 FEET; (3)THENCE NORTH 08°54'06" EAST 38.83 FEET; (4)THENCE NORTH 00°24'06" EAST 335.60 FEET; (5)THENCE NORTH 21°05'54" WEST 186.68 FEET TO A POINT ON A 2950.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 15°09'11" WEST, SAID CURVE COINCIDENT WITH THE SOUTHERLY LINE OF SAID TRACT "L-4"; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°02'54" AN ARC DISTANCE OF 671.82 FEET TO A POINT OF NON-TANGENCY; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY LINE OF SAID LOTS 1 THROUGH 5; (1)THENCE SOUTH 01°24'06" WEST 239.87 FEET; (2)THENCE SOUTH 15°04'54" EAST 71.21 FEET; (3)THENCE SOUTH 34°48'54" EAST 61.21 FEET; (4)THENCE SOUTH 54°32'54" EAST 72.71 FEET; (5)THENCE SOUTH 74°16'54" EAST 58.89 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00°24'06" WEST 9.23 FEET; THENCE NORTH 89°35'54" WEST 861.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 329864 SQUARE FEET (7.57 ACRES) MORE OR LESS.

SHEET 5 OF 21

(SEE SHEET 15 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**ON TOP OF THE
WORLD
COMMUNITIES, INC**

CERTIFICATE OF AUTHORIZATION NO. LB 1221

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OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

**DRAINAGE
RETENTION
AREA #2**

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GDC

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #5

THAT PARCEL OF LAND LYING IN PORTIONS OF TRACT 8, BLOCK 166 AND WRA 80-34, ALL OF CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BOUNDED BY THE EASTERLY BOUNDARY OF TRACT "L-2" AND THE NORTHERLY BOUNDARY OF LOTS 10 THROUGH 19 OF BLOCK 9, ALL OF CANDLER HILLS EAST PHASE 1 UNITS "B", "C", "D", "F" AND "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 90 THROUGH 108, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALSO BOUNDED BY THE SOUTHERLY BOUNDARY OF LOTS 29 THROUGH 39 OF BLOCK 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 171 THROUGH 173, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHERLY NORTHEAST CORNER OF SAID LOT 29; THENCE SOUTH 60°45'30" EAST 146.82 FEET TO A POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°05'37" AN ARC DISTANCE OF 100.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16°20'08" WEST 52.35 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°56'38" AN ARC DISTANCE OF 20.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°36'30" EAST 47.62 FEET TO A POINT OF CURVATURE OF A 22.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 160°28'41" AN ARC DISTANCE OF 61.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 61°07'49" WEST 56.94 FEET TO A POINT OF CURVATURE OF A 110.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 134°51'46" AN ARC DISTANCE OF 258.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 15°59'35" EAST 348.08 FEET TO THE NORTHERLY LINE OF SAID LOTS 10 THROUGH 19; THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID NORTHERLY LINE; (1)THENCE NORTH 21°14'54" WEST 6.77 FEET; (2)THENCE NORTH 43°41'54" WEST 76.21 FEET; (3)THENCE NORTH 88°08'54" WEST 76.21 FEET; (4)THENCE NORTH 88°35'54" WEST 252.10 FEET; (5)THENCE NORTH 86°57'42" WEST 70.03 FEET; (6)THENCE SOUTH 88°17'33" WEST 83.45 FEET; (7)THENCE SOUTH 79°51'08" WEST 87.07 FEET; (8)THENCE SOUTH 71°03'06" WEST 89.07 FEET; (9)THENCE SOUTH 62°09'06" WEST 89.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 57°53'50" WEST 33.71 FEET TO A POINT ON A 900.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS NORTH 57°15'07" WEST, SAID CURVE COINCIDENT WITH THE EASTERLY LINE OF SAID TRACT "L-2"; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°58'42" AN ARC DISTANCE OF 816.47 FEET TO A POINT OF NON-TANGENCY, SAID POINT ALSO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 61°19'06" EAST 9.38 FEET, ALONG THE SOUTH LINE OF SAID LOT 37, TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY LINE OF SAID LOTS 32 THROUGH 36; (1)THENCE SOUTH 29°23'54" EAST 73.80 FEET; (2)THENCE SOUTH 30°49'54" EAST 73.80 FEET; (3)THENCE SOUTH 32°15'54" EAST 73.80 FEET; (4)THENCE SOUTH 33°41'54" EAST 106.47 FEET; (5)THENCE SOUTH 50°17'54" EAST 64.63 FEET TO THE SOUTHERLY LINE OF SAID LOTS 29 THROUGH 31, 38 AND 39; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID SOUTHERLY LINE; (1)THENCE SOUTH 71°31'54" EAST 72.35 FEET; (2)THENCE NORTH 87°14'06" EAST 91.15 FEET; (3)THENCE NORTH 55°26'06" EAST 253.43 FEET; (4)THENCE NORTH 48°03'06" EAST 48.23 FEET; (5)THENCE NORTH 25°33'06" EAST 81.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 346356 SQUARE FEET (7.95 ACRES) MORE OR LESS.

SHEET 8 OF 21

(SEE SHEET 18 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ON TOP OF THE
WORLD,
COMMUNITIES, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1221



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OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

DRAINAGE
RETENTION
AREA #5

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GOG

C:\30T\30T-J1-94 CHE ENGINEER-DRA\DWG-LandDT\TRA-LEGALS\dwg\TRA_8.dwg

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #7

THAT PARCEL OF LAND LYING IN PORTIONS OF BLOCKS 163 AND 164, WRA 63-38, ALL OF CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BOUNDED BY THE WESTERLY LINE OF TRACT "L-12", THE SOUTHERLY BOUNDARY OF LOTS 13 THROUGH 30, BLOCK 1 AND THE NORTHERLY BOUNDARY OF LOTS 33 THROUGH 39, BLOCK 5, ALL OF CANDLER HILLS EAST PHASE 1 UNITS "B", "C", "D", "F" AND "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 90 THROUGH 108, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND ALSO BOUNDED BY THE EASTERLY BOUNDARY OF LOTS 7 THROUGH 13, 17, 18, BLOCK 7 OF CANDLER HILLS EAST PHASE 1 UNITS "E", "I" AND "J" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 158 THROUGH 168, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 39; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY LINE OF SAID LOTS 33 THROUGH 39 OF BLOCK 5; (1)THENCE SOUTH 64°01'06" WEST 432.72 FEET; (2)THENCE SOUTH 35°52'54" WEST 76.85 FEET; (3)THENCE SOUTH 16°08'54" WEST 105.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 OF BLOCK 5; THENCE NORTH 82°54'12" WEST 172.63 FEET, ALONG THE NORTHERLY LINE OF SAID LOTS 17 AND 18 OF BLOCK 7, TO THE SOUTHEAST CORNER OF SAID LOT 13 OF BLOCK 7; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY LINE OF SAID LOTS 8 THROUGH 13 OF BLOCK 7; (1)THENCE NORTH 55°31'21" WEST 42.31 FEET; (2)THENCE NORTH 04°14'00" EAST 123.78 FEET; (3)THENCE NORTH 26°51'57" WEST 101.25 FEET; (4)THENCE NORTH 26°00'00" WEST 178.74 FEET; (5)THENCE NORTH 52°14'00" WEST 78.13 FEET TO THE EASTERLY NORTHWEST CORNER OF SAID LOT 8 OF BLOCK 7; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF SAID LOTS 7 AND 8 OF BLOCK 7; (1)THENCE NORTH 71°58'00" WEST 66.79 FEET; (2)THENCE SOUTH 88°18'00" WEST 74.73 FEET TO THE EASTERLY NORTHWEST CORNER OF SAID LOT 7 OF BLOCK 7; THENCE SOUTH 73°59'17" WEST 66.65 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 133°08'55" AN ARC DISTANCE OF 58.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 27°08'12" EAST 236.76 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°58'18" AN ARC DISTANCE OF 37.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°53'30" EAST 76.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 30 OF BLOCK 1 AND TO A POINT ON A 482.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 75°01'00" EAST, SAID CURVE COINCIDENT WITH THE WESTERLY LINE OF SAID LOTS 22 THROUGH 31 OF BLOCK 1; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°12'00" AN ARC DISTANCE OF 573.73 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 22 OF BLOCK 1; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF SAID LOTS 19 THROUGH 21 OF BLOCK 1; (1)THENCE SOUTH 83°11'00" EAST 103.10 FEET; (2)THENCE NORTH 83°49'00" EAST 41.44 FEET; (3)THENCE NORTH 69°19'00" EAST 90.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19 OF BLOCK 1; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY LINE OF SAID LOTS 13 THROUGH 18 OF BLOCK 1; (1)THENCE NORTH 34°19'00" EAST 90.60 FEET; (2)THENCE NORTH 19°49'00" EAST 32.55 FEET; (3)THENCE NORTH 08°49'00" EAST 269.76 FEET TO THE EASTERLY NORTHEAST CORNER OF SAID LOT 13 OF BLOCK 1 AND TO A POINT ON A 3050.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 74°22'59" EAST, SAID CURVE COINCIDENT WITH THE WESTERLY LINE OF SAID TRACT "L-12"; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°41'47" AN ARC DISTANCE OF 409.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 230772 SQUARE FEET (5.29 ACRES) MORE OR LESS.

SHEET 10 OF 21

(SEE SHEET 20 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ON TOP OF THE
WORLD,
COMMUNITIES, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1221

**BOWYER
SINGLETON**
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

7651 S.W. HWY 200, SUITE 306
OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

**DRAINAGE
RETENTION
AREA #7**

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GOG

O:\30T\30T-J1-94 CHE ENGINEER-DRA\DWG-LandDT\ORA-LEGALS\dwg\ORA_7.dwg

LEGAL DESCRIPTION: DRAINAGE RETENTION AREA #8

THAT PARCEL OF LAND LYING IN A PORTION OF BLOCK 155, CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BOUNDED BY THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 80TH LOOP (A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND ALSO BOUNDED BY THE NORTHEASTERLY LINE OF TRACT "L-1A", ALL OF CANDLER HILLS EAST PHASE 1 UNITS "B", "C", "D", "F" AND "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 90 THROUGH 108, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHERNMOST NORTHEAST CORNER OF SAID TRACT "L-1A", SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.W. 80TH LOOP AND ALSO BEING ON A 1140.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°52'35" EAST; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°55'43" AN ARC DISTANCE OF 458.21 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 06°20'15" WEST 89.72 FEET; THENCE SOUTH 58°32'23" WEST 221.42 FEET; THENCE SOUTH 82°38'24" WEST 182.77 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT "L-1A"; THENCE NORTH 21°35'54" WEST 190.95 FEET, ALONG SAID NORTHEASTERLY LINE, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 72718 SQUARE FEET (1.66 ACRES) MORE OR LESS.

SHEET 11 OF 21

(SEE SHEET 21 OF 21
FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**ON TOP OF THE
WORLD,
COMMUNITIES, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB 1221

**BOWYER
SINGLETON
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

7651 S.W. HWY 200, SUITE 306
OCALA, FLORIDA 34476
(352) 291-4930

MARION COUNTY

FLORIDA

**DRAINAGE
RETENTION
AREA #8**

DATE: 05-08-07

DRAWN BY: EFL/DL

CHECKED BY: GDG

O:\30T\30T-J1-S4 CHE ENGINEER-DRA\DWG-Layout\DT\DTA-LEGALS\dwg\DTA_8.dwg

SECTION VIII

AGREEMENT

THIS AGREEMENT is entered into this 1st day of June, 2018, by and between Candler Hills East Community Development District a Limited Purpose Special District ("CHECDD") and Sharp Fence Construction, LLC, a Florida corporation ("Contractor").

WHEREAS:

A. CHECDD desires to contract landscape maintenance services with Sharp Fence Construction, LLC, as further described in Exhibit A Landscape Scope of Work for the maintenance of the Candler Hills East Community Development District Retention Ponds defined in Exhibit C.

B. Contractor presented CHECDD a bid defined in Exhibit B of \$4,166.28/monthly, \$12,498.84 yearly, for the Services described and further defined in Exhibit A.

C. CHECDD has determined to accept that bid proposal.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Services.** Contractor will provide the Services to CHECDD as described in Exhibit A, plus any other written plans and written specifications which shall be agreed upon by the parties hereto. Provided however, that this Agreement shall have no force and effect until Contractor has provided CHECDD with such proof of insurance as well as any other requirements as are acceptable to CHECDD.

2. **Compensation.** Upon completion of the Services, and thereafter, verification by CHECDD that Contractor has provided the Services as described in Exhibit A, Contractor shall submit an invoice for such Services to CHECDD as outlined in Exhibit A. Provided Contractor's invoice for payment is received by CHECDD not later than Tuesday, and subject to satisfactory completion and acceptance of work, payment will be made on the **Friday of the following week after 2:00 p.m.** As often as requested by CHECDD and as a condition precedent to payment, Contractor shall sign a final lien waiver/release, as subsequently directed by CHECDD. As often as requested by CHECDD and as a condition precedent to payment, Contractor shall submit proof of Contractor's payment to all contractors, suppliers, laborers, and other persons or entities claiming through Contractor, who furnished labor, materials, services, or equipment in connection with the Services.

3. **Term.** The term of this Agreement shall commence on October 1, 2018, and shall continue to December 31, 2018.

4. **Claims by the Owner.** Liquidated damages for delay shall be assessed against the Contractor only to the extent caused by Contractor, the Contractor's employees and agents, contractors, suppliers, or any other person or entity for whose acts the Contractor may be liable to the extent that Owner is assessed such liquidated damages by the Owner. This provision shall in no way limit the Owner's right to claim for any direct or consequential damages arising out of any delay caused by the Contractor, the Contractor's employees and agents, contractors, suppliers, or any other person or entity for whose acts the Contractor may be liable.

Contractor shall remove and repair or replace any of its workmanship, material, and equipment that is defective, substandard, or not in compliance with the Contract Documents, as determined by Owner, based upon reasonable evidence. Contractor shall also pay all expenses incurred in removing, replacing, or repairing any other work required as a result of removing, replacing, or repairing any part of Contractor's defective Work.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within twenty-four (24) hours after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to any other remedy have Contractor correct such deficiencies in a manner deemed necessary by Owner and may deduct the cost thereof from payments then or thereafter due Contractor or otherwise claim such amounts from Contractor. Owner shall make the determination based upon reasonable evidence, whether there exists faulty workmanship, materials, or

equipment. Contractor will be given one twenty-four (24) hour written notice; any subsequent notice of neglect of work will result in a 30 days written notice and termination of the contract as specified in section 13. The cost of completion of work in connection with this agreement shall be deducted from any monies due or to become due to contractor for such work. Termination of all or any part of the work to be performed by contractor in connection with the agreement will be given written notice to contractor specifying the work to be terminated and the effective date of termination.

Payments otherwise due Contractor may be withheld by Owner on account of defective work not remedied, failure of Contractor to make payments properly for material, services, labor or equipment, or a reasonable doubt that the Contract can be completed for the Contract balance then unpaid. Owner may rectify any of these conditions at Contractor's expense upon written notice. In the event that the amount owed to Contractor under this Agreement at the time claims were remedied by Owner is less than the amount back charged against Contractor's account, the Contractor shall remit the difference to Owner.

5. **Claims by the Contractor.** Time extensions due to unusual weather conditions shall be granted to the extent Contractor establishes that during the time of performance of the Work, Contractor encountered weather more severe than could have been reasonably anticipated at the time Contractor entered into this Agreement and to the extent such unusual weather conditions actually affected the overall progress of the Work. Time extensions will only be granted if Owner approves it and grants Contractor an equivalent time extension.

No claim of the Contractor shall be allowed if asserted after a five (5) day period. The decision of the Owner as to whether a change has occurred or whether the Contractor's claim has validity shall be final. No claim relating to or flowing from a particular change shall be allowed after execution of the change order relating to that change.

In the event fuel cost exceed \$5.00 per gallon contractor may apply a 2% fuel surcharge on contract pricing. It is expressly agreed that it is the contractor's sole responsibility to notify Owner or Owner Representative in writing of intent to impose fuel surcharge prior to submitting monthly billing statement and include contractor's fuel billing invoice.

6. **Indemnity.** Contractor shall "hold harmless," defend and indemnify CHECDD, On Top of the World Condominium Association, Inc., On Top of the World Communities, Inc., and any its related entities' agents, servants, employees, officers, directors, stockholders and officials thereof from and against any and all claims for loss, damage, liability or responsibility for damage that may arise in connection with the Contractor's acts or actions arising from or contemplated by this Agreement including, without limitation, harm. Loss or damage resulting to or from personal injury to third persons.

7. **Insurance Requirements.** Unless identified otherwise in the Contractor's Scope of Work, Contractor shall maintain the insurance coverage in accordance with the attached **Exhibit D**.

8. **Business Ethics Expectations.** Contractor understands and agrees to abide by standard of ethical conduct as described in the Business Ethics Expectations provided in **Exhibit E**.

9. **Safety.** The Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the CHECDD's Safety Director for non-compliance with any of the fore mentioned requirements. Contractor at sole cost and expense shall provide safe and sufficient facilities at all times for inspection of the Work by CHECDD or its respective representatives. Contractor shall take all safety measures required by CHECDD and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. The indemnification provisions of numbered paragraph 6 shall be applicable to this paragraph 9.

10. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right

hereunder shall in any way or for any purpose constitute or cause CHECDD to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause CHECDD to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as CHECDD is and shall remain an independent contractor by reason of this Agreement.

11. **Defective or Non-Conforming Work.** Contractor shall remove and repair or replace at Contractor's expense and at CHECDD's convenience, any of its workmanship, material and equipment that is defective or substandard, or is otherwise non-conforming to, the Contract or Contract Documents and/or applicable code requirements, at any time during Contractor's performance of the work required hereunder or within the duration of the contract. Contractor shall maintain adequate personnel and equipment to respond within twenty-four (24) hours to CHECDD's requests for services or warranty work, except for Emergency Service, which shall be within four (4) hours of notice.

12. **Warranties.** Contractor shall guarantee and shall warrant its Services to CHECDD for the duration of the contract. Plant material that dies shall be evaluated and if determined contractor negligence than contractor shall be subject to replacement at no additional cost to CHECDD.

13. **Termination.** This Agreement may be terminated, with or without cause by either party providing the other with forty-five (45) days written notice to the other. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

14. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to: **George Flint**
Governmental Management Services - LLC
135 West Central BLVD, Suite 320
Orlando, Florida 32801

If to: **Christopher Sharp**
President
Sharp Fence Construction, LLC.
13500 CR 103
Oxford, Fl 34484

15. **Alternative Dispute Resolution.** Any and all claims, disputes or controversies arising as a result of this Agreement or any of the provisions contained herein shall be submitted first to mediation before a Circuit Court certified mediator or any mediator agreed to by both parties in the venue of Marion County, Florida. All parties shall bear their own costs and attorneys' fees."

16. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

17. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

18. **Jurisdiction and Venue.** Jurisdiction and venue of any matter involving this Agreement shall be in Marion County, Florida.

19. **Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

20. **Amendment.** This Agreement shall not be amended except by written agreement signed by both parties.

21. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

23. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings; oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

WITNESS:

CHECDD

L R Vale

By: M J L
District Manager

WITNESS:

Corporation

[Signature]

By: Chris Sep
Name
Title owner

Exhibit "A"

Landscape Scope of Work On Top of the World Communities, Inc.

General Conditions:

Parkway Maintenance & Management Co., Inc. ("Parkway") shall be the designated representative for On Top of the World Communities, Inc. for the purposes of contracting and contract services administration.

Maintenance of Turf

Bahia Turf:

1. Bahia Turf shall not be fertilized.

1. Turf Maintenance

- a. Turf mowing height shall be based upon latest horticultural specifications for turf variety and season.
- b. Any clippings that are left over shall be removed after mowing.
- c. Whenever possible, chutes from mowers shall be pointed away from landscape beds to reduce turf clippings in the beds.
- d. Sidewalks, Driveways and Streets shall be blown off and free of clippings after every mowing.
- e. It is expected that all turf areas unless otherwise specified shall be mowed on a weekly basis in the growing season (April through October) and shall be maintained in months not specified in the growing season (November through March) not to exceed 41 cuts per year.
- f. It is expected that the contractor maintain the turf grass to a high level of acceptable maintenance. In the event that turf grass dies or becomes unacceptable due to contractor negligence, insect damage or if it is deemed by the Parkway Maintenance and Management Company Representative that the turf grass is unacceptable due to contractor negligence then contractor will be responsible for replacement of all turf grass that is unacceptable.

2. Edging:

- a. Edging of all hard edges: Sidewalks, Driveways, Curb lines, storm water inlet, etc. shall be done on a bi-weekly basis during the growing season in conjunction with the maintenance schedule.
- b. Edging of all landscape beds shall be done on a weekly basis to provide a crisp edge.
- c. All bed lines shall be edged using mechanical equipment such as an edger, string trimmer. Herbicidal edging is will not be acceptable.

- d. Bed lines shall be edged with the intent to keep the same original design. Bed lines shall be enlarged if plant material growth warrants.
- e. All irrigation valve boxes will be edged in accordance with the biweekly edging of sidewalks, driveways, curbs lines etc.

3. Disease and Pest Control:

- a. Treatment of the varied turf shall be done "as-needed" to prevent damage and promote healthy, vigorous growth. Applications of herbicides and fungicides shall be done on an "as needed" basis.

4. Weed Control:

- a. It is expected that contractor will make as needed applications of a broadleaf herbicide treatment for all CDD retention areas to include a 10' buffer behind all homes that abut CDD DRA's

5. Bed Maintenance:

- a. Beds are to be free of weeds, trash and other debris at all times. Pre-emergent and post-emergent herbicidal applications may be used to help control weed growth but hand weeding shall be done "as needed."

6. Shrub Maintenance:

- a. It is expected that the contractor maintain the plant material to a high level of acceptable maintenance. In the event that plant material dies or becomes unacceptable due to contractor negligence or if it is deemed by the Parkway Maintenance and Management Company Representative that the plant material is unacceptable due to contractor negligence than contractor will be responsible for replacement of all plant material that is unacceptable.

7. Shrub Fertilization:

- a. Shrubs shall be fertilized at least three (3) times per year with a complete fertilizer. Fertilizers such as LESCO 12-2-14, or 13-3-13 or similar with alike major and minor nutrient package may be used. Fertilizer shall be applied at a rate of 10-20 pounds of actual product per 1000 square feet. At this rate small shrubs one (1) gallon, should receive about ½ cup of fertilizer per plant and large shrubs three (3) gallon, should receive about one (1) cup per plant. Larger shrubs (larger than three (3) gallon) should receive a fertilizer application with regard to size.
- b. Where possible all granular fertilizations shall be watered in immediately following application to reduce nitrogen loss due to volatilization.
- c. All sidewalks, roadways and painted surfaces shall be blown off immediately after application to minimize discoloration to surfaces.

8. Pruning

- a. Natural growth of plant material shall be promoted to ensure healthy vigorous growth. When needed, due to sight restrictions, plant material may be trimmed to ensure safety.
- b. Wholesale shearing of all plant types will not be accepted. In certain instances with certain plant materials shears may be used with approval of a Parkway Maintenance & Management Co., Inc. Commercial Area Landscape Representative.

- c. Pruning will be done to remove dead branches, promote healthy growth and to keep plant material from obstructing curbs, sidewalks, and drainage structures.

9. Mulch:

- a. Pine Straw mulch shall be added once (1) per year.
- b. It is expected of the contractor to ensure all landscape lighting, irrigation valve boxes, or other structures and components vital to On Top of the World Communities, Inc. to be kept clear and taken care of during the mulching process as to not mulch over or damage them.
- c. Sidewalks, driveways, curbs and other asphalt or concrete edges shall be “tucked” after mulching to keep a crisp edge.

10. Diseases and Pest Control

- a. Treatment for varieties of shrubs will be done on an “as needed” basis to ensure quality of plant health. When shrubs begin to show signs infestation, curative action must be taken by the contractor

11. Tree Maintenance, Pruning and Fertilization

A. Canopy trees and accent trees:

- a. Trees shall be fertilized three (3) times per year with a complete fertilizer. LESCO 12-2-14 or similar with alike major and minor nutrient package may be used. Rate of application should be determined by rate stated on the bag.
- b. Tree staking materials may need to be adjusted, tightened or removed to ensure proper growth.
- c. The contractor is expected to remove any loose tree guying material with the exception that the tree/trees have had sufficient time to root in.

B. Palms:

- a. Palms are to be fertilized three (3) times per year with a complete commercial palm fertilizer such as LESCO 13-3-13 or 12-2-14. Applications will vary by the labeled rate on the bag. Additional amounts of Magnesium may be needed to correct Magnesium deficiency. Magnesium Sulfate or Epsom salts may be used to correct this problem.
- b. Palms 15 feet and smaller shall be trimmed once (1) a year to remove dead fronds and bloom stalks.

12. Irrigation system and maintenance

- a. The contractor is expected to check the irrigation system on a monthly basis to ensure proper coverage and make repairs the system.
- b. Where possible, irrigation systems will be monitored to ensure proper coverage is achieved.
- c. Contractor will be responsible for frequency and time duration to ensure proper plant growth throughout the season.
- d. Contractor will be responsible for the day-to-day maintenance of irrigation heads. If needed, nozzle patterns and spray head types will be changed on an “as needed” basis.
- e. Valve boxes are to be kept clean and free of obstructions.

- f. Contractor shall be responsible to stay current with all local and state watering restrictions. Violations and fines will be the responsibility of the contractor.
- g. Any damage resulting from contractor negligence shall be the contractors responsibility to repair.
- h. Repairs to the system such as irrigation heads, nozzle replacements and repairs to pipes smaller than 1 ¼" may be billed on a separate billing sheet from the monthly maintenance bill. Irrigation heads, nozzles and repairs to pipes smaller than 1 ¼" are to be considered as routine repairs and labor may not be charged to Parkway. Repairs to the system larger than 1 ¼" may be billed at current industry standard rates plus materials. All labor rates on billable repairs are subject to a negotiated price. All billable repairs are to be inspected by a Parkway, representative before backfilling may be accomplished.

13. Erosion Control

- a. Minor repairs qualified as those repairs made to the Homeowner Association, Community Development District or similar Drainage Retention Areas requiring addition of soil to washouts and the addition of soil to depressions no greater than 3' in depth and 3' in diameter shall be included as part of the scope of this contract.

14. Burrowing Owl Nest Protection and Maintenance

- a. It is expected of the contractor to maintain a 15' buffer around all Burrowing Owl nests where mowing equipment shall not be used. Contractor shall use string trimming devices to trim the grass around the nest to avoid collapse of the nest.
- b. **No herbicides or pesticides may be used within 15' of the nests.**
- c. Nests are identified with a stake, perch posts, or other signifying post marking the nests.
- d. Contractor shall not remove the stakes, perch posts or other signifying post marking the nest at any time. If posts become damaged it is the contractors responsibility to notify Parkway Maintenance and Management Company, Inc., representative of the damage.
- e. Damage caused by the contractor may result in back charge of the damaged property or cancellation of the contract depending on the severity of the damage to the nest.

15. Pocket Gophers

- a. Contractor is expected to spread out, knock down, trap or otherwise remove mounds generated by Pocket Gophers.

16. Site cleanliness

- a. Sites are to be kept free from trash, construction, and other debris as much as possible.
- b. Contractor is expected to remove trash, construction debris, and other debris prior to mowing each individual site to maintain a clean site.

- c. It is expected that the maintenance contractor shall be responsible for trash pick up in the pond bottom whenever conditions warrant. Pond is expected to be free of debris.
- d. Washouts and other damage created from storm water runoff greater than 3' in depth should be reported to a Parkway Maintenance and Management Company representative for repair.

Exhibit B

Project Location: Candler Hills East Community Development Retention Pond Maintenance

Final bids due: May 1, 2018

Start date: October 1, 2018

Specifications: See attached

Total area measurements for Bahia turf area, shrub bed area and pinestraw counts

Candler Hills Retention Ponds

Area:	Cost per Acre	Cost per year
DRA #1 26.09 Acres	\$ _____	\$ _____
DRA #2 7.57 Acres	\$ _____	\$ _____
DRA #5 7.95 Acres Bed Area	\$ _____ \$ _____	\$ _____ \$ _____
DRA #7 5.29 Acres Bed Area	\$ _____ \$ _____	\$ _____ \$ _____

Total monthly cost:

4166.28

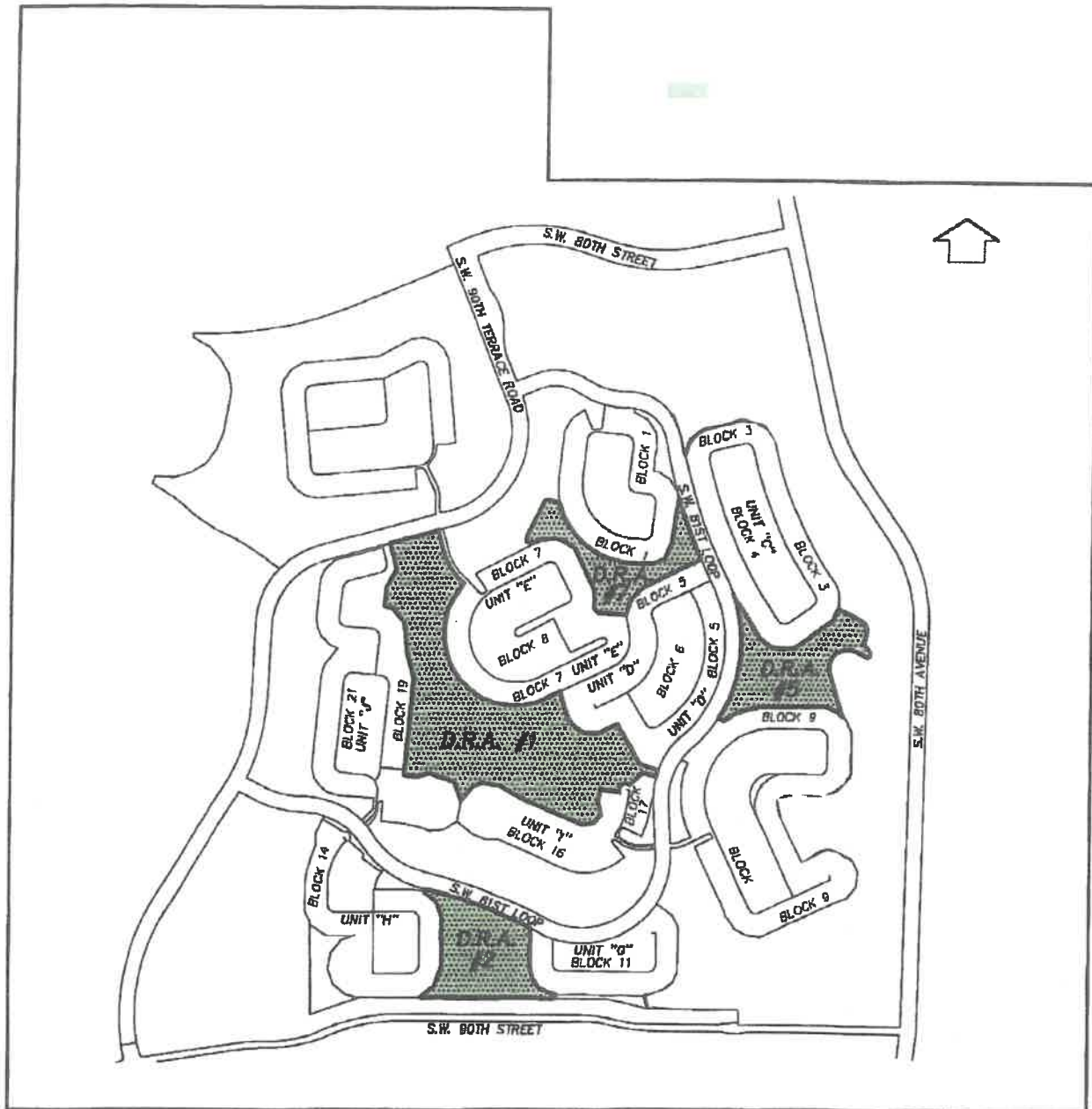
Total yearly cost:

49995.36

Notes

Total yearly cost should be divisible by 12 months.
Please call if there are any questions 352-427-1287

Exhibit C



THE
STANDARDS AS
BOARD OF PROFESSIONAL SURVEYORS
AND MAPPERS IN CHAPTER 61 G17-8, PURSUANT
TO SECTION 472.027, STATUTES

George D. Singleton 8/22/07
GEORGE D.
PROFESSIONAL SURVEYOR
MAPPER LICENSE NUMBER

SIGNATURE AND
LICENSED SURVEY

**BOWYER
SINGLETON**

WY 200,
FLORIDA
) 291-4.

Exhibit D

Insurance Requirements

Current Certificates of Insurance for :

- _____ 1. General Liability Limits equal to or exceeding limits provided under policy but not less than: *(refer to the flow chart to determine limit requirements)*
- ☐ \$1,000,000 (Box A or B)/\$500,000 (Box C) Combined Single Limit each occurrence
 - ☐ \$2,000,000 (Box A or B)/\$1,000,000 (Box C) General Aggregate
 - ☐ \$2,000,000 (Box A, B or C) Products/Completed Operations Aggregate
 - ☐ \$1,000,000 (Box A or B)/\$100,000 (Box C) Personal Injury

- _____ 2. Additional Insured Status on General Liability as follows:

“On Top of the World Communities, Inc. their parent, subsidiary, related and affiliated companies and their respective officers, directors, agents and employees of said companies as Additional Insured. All policies are endorsed to provide that the carrier waives the right of subrogation against those named as Additional Insured.”

- _____ 3. A waiver of subrogation in our favor
- _____ 4. Thirty (30) day Notice of Cancellation
- _____ 5. Automobile Liability limit of \$500,000
- _____ 6. Workers' Compensation Insurance – Minimum required limit is \$500,000
- _____ 7. The company checked below should be named as the Certificate Holder-
- ☐ **On Top of the World Communities, Inc.**
 - ☐ **Parkway Maintenance & Management, Inc.**
 - ☐ **Sidney Colen & Associates, Ltd.**
 - ☐ **Palm Acre Real Estate Company, Inc.**
 - ☐ **On Top of the World Golf Club, Inc.**
 - ☐ **CSW Management, Inc.**
 - ☐ **Clearview Oaks Management, Inc.**
 - ☐ **COA Everywhere, Inc.**
 - ☐ _____

Additional Requirements

- _____ 9. A completed W-9 Form. (A blank form is attached).

Exhibit D

Insurance Requirements

Current Certificates of Insurance for :

- _____ 1. General Liability Limits equal to or exceeding limits provided under policy but not less than: *(refer to the flow chart to determine limit requirements)*
- ☐ \$1,000,000 (Box A or B)/\$500,000 (Box C) Combined Single Limit each occurrence
 - ☐ \$2,000,000 (Box A or B)/\$1,000,000 (Box C) General Aggregate
 - ☐ \$2,000,000 (Box A, B or C) Products/Completed Operations Aggregate
 - ☐ \$1,000,000 (Box A or B)/\$100,000 (Box C) Personal Injury

- _____ 2. Additional Insured Status on General Liability as follows:

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- _____ 3. A waiver of subrogation in our favor
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 - ☐ **Parkway Maintenance & Management, Inc.**
 - ☐ **Sidney Colen & Associates, Ltd.**
 - ☐ **Palm Acre Real Estate Company, Inc.**
 - ☐ **On Top of the World Golf Club, Inc.**
 - ☐ **CSW Management, Inc.**
 - ☐ **Clearview Oaks Management, Inc.**
 - ☐ **COA Everywhere, Inc.**
 - ☐ _____

Additional Requirements

- _____ 9. A completed W-9 Form. (A blank form is attached).

Exhibit E

On Top of the World® Communities, Inc. & Related Entities

BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, Inc. and its Related Entities (herein after referred to as the "Company") standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company's Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager's office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, Inc. and its Related Entities Business Ethics Expectations (the "Company"). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, Inc. and its Related Entities Business Ethics Expectation document.

SECTION IX

SECTION C

SECTION 1

Candler Hills East Community Development District

Summary of Invoices

August 14, 2018 to November 13, 2018

Fund	Date	Check No.'s	Amount
General Fund	8/28/18	911-914	\$ 8,040.58
	9/13/18	915-916	\$ 5,167.42
	9/25/18	917-919	\$ 11,543.98
	10/4/18	920	\$ 125.64
	10/5/18	921	\$ 1,014.82
	10/11/18	922	\$ 250.00
	10/25/18	923	\$ 4,166.28
	11/9/18	924	\$ 6,061.95
			<hr/>
			\$ 36,370.67
Payroll	<u>August 2018</u>		
	Elmer Greene	50190	\$ 184.70
	Larry Garvin	50191	\$ 200.00
	Philip Moherek	50192	\$ 200.00
	Robert Scherff	50193	\$ 184.70
			<hr/>
			\$ 769.40
			<hr/>
			\$ 37,140.07

AP300R

*** CHECK DATES 08/14/2018 - 11/13/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 CANDLER HILLS-GENERAL FUND
 BANK A CANDLER HILLS CDD

RUN 11/13/18

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/28/18	00005	8/21/18 08212018	201808 310-51300-31500	PREP/ATTEND CDD MEETING	*	1,500.00	
				COLEN & WAGONER P.A.			1,500.00 000911
8/28/18	00036	8/23/18 7494	201808 300-15500-10100	INSURANCE PREMIUM-FY19	*	6,042.00	
				EGIS INSURANCE ADVISORS, LLC.			6,042.00 000912
8/28/18	00004	8/21/18 6-283-15	201808 310-51300-42000	DELIVERY 08/14/18	*	189.90	
				FEDEX			189.90 000913
8/28/18	00002	7/27/18 A938194	201808 310-51300-48000	NOT. FY19 BUDGET ADOPTION	*	308.68	
				OCALA STAR BANNER			308.68 000914
9/13/18	00041	8/31/18 3846	201808 320-53800-47000	POND MOWING-AUG18	*	4,166.28	
				SHARP SITE SERVICES, LLC			4,166.28 000915
9/13/18	00019	9/04/18 180	201809 310-51300-34000	MANAGEMENT FEES-SEP18	*	603.67	
		9/04/18 180	201809 310-51300-35100	INFORMATION TECH-SEP18	*	83.33	
		9/04/18 180	201809 310-51300-31300	DISSEMINATION FEES-SEP18	*	208.33	
		9/04/18 180	201809 310-51300-51000	OFFICE SUPPLIES	*	27.80	
		9/04/18 180	201809 310-51300-42000	POSTAGE	*	17.86	
		9/04/18 180	201809 310-51300-42500	COPIES	*	60.15	
				GOVERNMENTAL MANAGEMENT SERVICES			1,001.14 000916
9/25/18	00043	9/14/18 12426	201809 320-53800-49000	590 BALES OF PINESTRAW	*	2,377.70	
				EVERGLADES PINESTRAW, INC.			2,377.70 000917
9/25/18	00041	9/17/18 3902	201809 320-53800-47000	POND MWOING SEPT.17	*	4,166.28	
				SHARP SITE SERVICES, LLC			4,166.28 000918
9/25/18	00019	9/21/18 181	201809 300-15500-10100	FY19 ASSESSMENT ROLL CERT	*	5,000.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 000919

CAND CANDLER HILLS APEREGRINO

AP300R

*** CHECK DATES 08/14/2018 - 11/13/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 CANDLER HILLS-GENERAL FUND
 BANK A CANDLER HILLS CDD

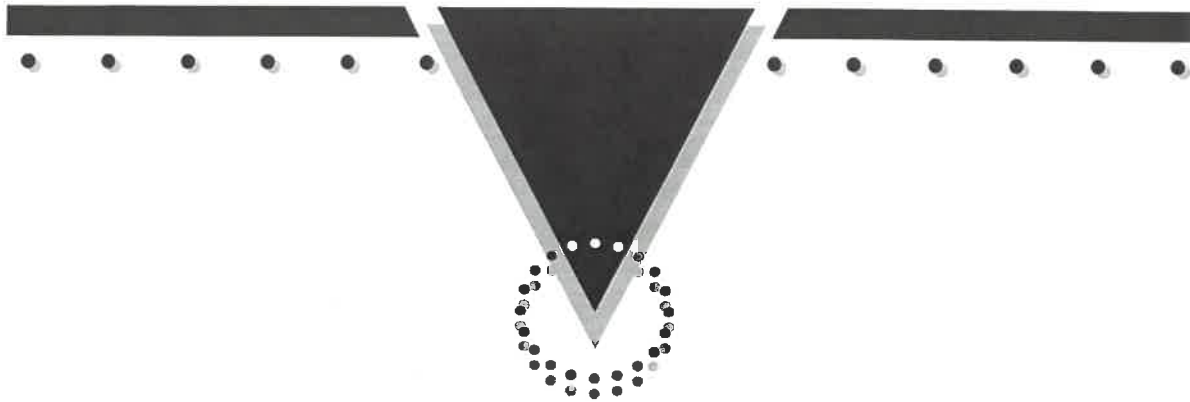
RUN 11/13/18

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/04/18	00002	9/17/18 A940883	201809 310-51300-48000	NOTICE OF FY19 MEETINGS	*	125.64	
				OCALA STAR BANNER			125.64 000920
10/05/18	00019	10/01/18 182	201810 310-51300-34000	MANAGEMENT FEES-OCT18	*	621.75	
		10/01/18 182	201810 310-51300-35100	INFORMATION TECH-OCT18	*	83.33	
		10/01/18 182	201810 310-51300-31300	DISSEMINATION FEES-OCT18	*	291.67	
		10/01/18 182	201810 310-51300-51000	OFFICE SUPPLIES	*	.57	
		10/01/18 182	201810 310-51300-42000	POSTAGE	*	6.10	
		10/01/18 182	201810 310-51300-42500	COPIES	*	11.40	
				GOVERNMENTAL MANAGEMENT SERVICES			1,014.82 000921
10/11/18	00047	10/01/18 2	201810 310-51300-31300	REV.AMORT SER 2016	*	250.00	
				DISCLOSURE SERVICES LLC			250.00 000922
10/25/18	00041	10/21/18 3948	201810 320-53800-47000	POND MOWING-OCT18	*	4,166.28	
				SHARP SITE SERVICES, LLC			4,166.28 000923
11/09/18	00033	11/09/18 11092018	201811 300-20700-10200	FY19 DEBT SERVICE SER2016	*	6,061.95	
				CANDLER HILLS EAST CDD C/O USBANK			6,061.95 000924
				TOTAL FOR BANK A		36,370.67	
				TOTAL FOR REGISTER		36,370.67	

CAND CANDLER HILLS APEREGRINO

SECTION 2



Candler Hills East Community Development District

Unaudited Financial Reporting
October 31, 2018



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Debt Service Fund</u>
4	<u>Capital Reserve Fund</u>
5	<u>Month to Month</u>
6	<u>Long-Term Debt</u>
7	<u>Assessment Receipt Schedule</u>

Candler Hills East

Community Development District

Combined Balance Sheet

For the Period Ended October 31, 2018

	<u>Governmental Fund Types</u>			Totals (Memorandum Only) 2019
	General Fund	Debt Service	Capital Reserves	
<u>ASSETS:</u>				
CASH	\$38,647	---	---	\$38,647
DUE FROM GENERAL FUND SERIES 2016	---	\$6,062	---	\$6,062
RESERVE	---	\$118,106	---	\$118,106
REVENUE	---	\$182,431	---	\$182,431
PREPAYMENTS	---	\$27,616	---	\$27,616
<u>INVESTMENTS - OPERATIONS</u>				
SBA ACCOUNT	---	---	\$163,866	\$163,866
TOTAL ASSETS	\$38,647	\$334,215	\$163,866	\$536,728
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	---	---	---	\$0
DUE TO DEBT SERVICE	\$6,062	---	---	---
<u>FUND BALANCES:</u>				
RESTRICTED FOR DEBT SERVICE	---	\$334,215	---	\$334,215
ASSIGNED	---	---	\$163,866	\$163,866
UNASSIGNED	\$32,585	---	---	\$32,585
TOTAL LIABILITIES & FUND EQUITY	\$38,647	\$334,215	\$163,866	\$530,666

Candler Hills East
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues & Expenditures
For the Period Ended October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<u>REVENUES:</u>				
MAINTENANCE ASSESSMENTS	\$55,051	\$1,336	\$1,336	\$0
INTEREST	\$35	\$3	\$1	(\$2)
TOTAL REVENUES	\$55,086	\$1,339	\$1,337	(\$2)

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEES	\$4,000	\$333	\$0	\$333
FICA EXPENSE	\$306	\$26	\$0	\$26
ENGINEERING	\$2,200	\$183	\$0	\$183
TRUSTEE FEES	\$2,050	\$0	\$0	\$0
DISSEMINATION	\$3,500	\$292	\$542	(\$250)
ARBITRAGE	\$600	\$0	\$0	\$0
ASSESSMENT ROLL	\$5,000	\$5,000	\$5,000	\$0
ATTORNEY	\$6,000	\$500	\$0	\$500
ANNUAL AUDIT	\$3,500	\$0	\$0	\$0
MANAGEMENT FEES	\$7,461	\$622	\$622	\$0
INFORMATION TECHNOLOGY	\$1,000	\$83	\$83	\$0
TELEPHONE	\$50	\$4	\$0	\$4
POSTAGE	\$800	\$67	\$6	\$61
PRINTING & BINDING	\$800	\$67	\$11	\$55
INSURANCE	\$6,646	\$6,646	\$6,042	\$604
LEGAL ADVERTISING	\$700	\$58	\$0	\$58
OTHER CURRENT CHARGES	\$475	\$40	\$27	\$12
OFFICE SUPPLIES	\$150	\$13	\$1	\$12
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$0	\$175
TOTAL ADMINISTRATIVE	\$45,413	\$14,108	\$12,334	\$1,774

MAINTENANCE:

RETENTION PONDS/OWL PRESERVE DRA	\$12,499	\$4,166	\$4,166	\$0
CONTINGENCIES	\$10,000	\$833	\$0	\$833
TOTAL MAINTENANCE	\$22,499	\$5,000	\$4,166	\$833

TOTAL EXPENDITURES	\$67,912	\$19,108	\$16,500	\$2,607
---------------------------	-----------------	-----------------	-----------------	----------------

EXCESS REVENUES (EXPENDITURES)	(\$12,826)	(\$15,163)		
--------------------------------	------------	------------	--	--

FUND BALANCE - BEGINNING	\$12,499	\$47,748		
--------------------------	----------	----------	--	--

FUND BALANCE - ENDING	(\$327)	\$32,585		
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Candler Hills East
Community Development District
Debt Service Fund Series 2016
For the Period Ended October 31, 2018

ADOPTED BUDGET	PRORATED THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
-------------------	---------------------------	-------------------------	----------

REVENUES:

ASSESSMENTS - TAX ROLL	\$229,936	\$6,062	\$6,062	\$0
INTEREST	\$500	\$42	\$81	\$39
TOTAL REVENUES	\$230,436	\$6,104	\$6,143	\$39

EXPENDITURES:

SERIES 2016

INTEREST - 11/1	\$53,525	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$20,000	\$0	\$0	\$0
PRINCIPAL - 5/1	\$105,000	\$0	\$0	\$0
INTEREST - 5/1	\$53,525	\$0	\$0	\$0
TOTAL EXPENDITURES	\$232,050	\$0	\$0	\$0

OTHER SOURCES & USES

INTERFUND TRANSFERS IN/(OUT)	\$0	\$0	\$0	\$0
OTHER DEBT SERVICE COST	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES & USES	\$0	\$0	\$0	\$0

EXCESS REVENUES (EXPENDITURES)	(\$1,614)	\$6,143		
--------------------------------	-----------	---------	--	--

FUND BALANCE - BEGINNING	\$204,176	\$328,073		
--------------------------	-----------	-----------	--	--

FUND BALANCE - ENDING	\$202,562	\$334,216		
-----------------------	-----------	-----------	--	--

Candler Hills East
Community Development District
Capital Reserves Fund
For the Period Ended October 31, 2018

ADOPTED BUDGET	PRORATED THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
-------------------	---------------------------	-------------------------	----------

REVENUES:

INTEREST	\$2,500	\$208	\$329	\$121
TOTAL REVENUES	\$2,500	\$208	\$329	\$121

EXPENDITURES:

CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0

EXCESS REVENUES (EXPENDITURES)	\$2,500	\$329
--------------------------------	---------	-------

FUND BALANCE - BEGINNING	\$163,447	\$163,536
--------------------------	-----------	-----------

FUND BALANCE - ENDING	\$165,947	\$163,866
-----------------------	-----------	-----------

Candler Hills East
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Month to Month Detail

REVENUES:

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
MAINTENANCE ASSESSMENTS	\$1,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,336
INTEREST	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
TOTAL REVENUES	\$1,337	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,337

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$542
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$622	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$622
INFORMATION TECHNOLOGY	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
PRINTING & BINDING	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11
INSURANCE	\$6,042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,042
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
OFFICE SUPPLIES	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$12,334	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,334

MAINTENANCE:

RETENTION PONDS/OWL PRESERVE DRA	\$4,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,166
CONTINGENCIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE	\$4,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,166

TOTAL EXPENDITURES	\$16,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,500
---------------------------	-----------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	-----------------

EXCESS REVENUES (EXPENDITURES)	(\$15,163)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$15,163)
---------------------------------------	-------------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	-------------------

Candler Hills East
Community Development District
LONG TERM DEBT REPORT

SERIES 2016, SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	2.531%, 3.750%, 4.000%	
MATURITY DATE:	5/1/2037	
RESERVE FUND DEFINITION	50% of Maximum Annual Debt Service	
RESERVE FUND REQUIREMENT	\$118,400	
RESERVE FUND BALANCE	\$118,106	
BONDS OUTSTANDING - 11/17/2016		\$3,380,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$55,000)
LESS: PRINCIPAL PAYMENT 5/1/17 (Prepayment)		(\$55,000)
LESS: PRINCIPAL PAYMENT 11/1/17 (Prepayment)		(\$55,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$125,000)
LESS: PRINCIPAL PAYMENT 5/1/18 (Prepayment)		(\$10,000)
CURRENT BONDS OUTSTANDING		\$3,080,000

