

*Lawson Dunes  
Community Development District*

*Meeting Agenda*

*June 19, 2024*

# AGENDA

# *Lawson Dunes*

## *Community Development District*

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

June 12, 2024

### **Board of Supervisors Meeting Lawson Dunes Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Lawson Dunes Community Development District** will be held on **Wednesday, June 19, 2024 at 2:00 PM at 346 E. Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/82695946153>

**Zoom Call-In Number:** 1-646-876-9923

**Meeting ID:** 826 9594 6153

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the April 17, 2024 Board of Supervisors Meeting
4. Consideration of Proposal for Playground Equipment from ProPlaygrounds
5. Consideration of Proposal for Pool Furniture from Patio Showcase
6. Consideration of Equipment Lease/Purchase Agreement for Pool Furniture and Playground Equipment
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Ratification of Series 2022 Requisitions #146 and #147
    - iv. Presentation of Number of Registered Voters—13
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

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<sup>1</sup> Comments will be limited to three (3) minutes

# MINUTES

**MINUTES OF MEETING  
LAWSON DUNES  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lawson Dunes Community Development District was held on Wednesday, **April 17, 2024** at 2:00 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

Bobbie Henley	Assistant Secretary
Daniel Arnette	Assistant Secretary
Chuck Cavaretta	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, Kilinski Van Wyk
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry
Clayton Smith	Field Manager, GMS
Joel Blanco	Field Manager, GMS

*The following is a summary of the discussions and actions taken at the April 17, 2024 Lawson Dunes Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present at roll call constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that no members of the public were in attendance or on Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the March 20, 2024  
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the March 20, 2024 Board of Supervisors meeting and asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Cavaretta, with all in favor, the Minutes of the March 20, 2024 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01  
Approving the Proposed Fiscal Year  
2024/2025 Budget (Suggested Date: July 17,  
2024) and Setting a Public Hearing on the  
Adoption of the Fiscal Year 2024/2025 Budget**

Ms. Burns stated mailed notice was sent last year at \$1,344.09. There are two versions of the budget included for review and both are under that amount for the current year so no assessment hearing is needed as they don't intend to go beyond the previously noticed amount. Option A's total is \$1,306.51. The two budgets are the same with the exception one has funds for security included at \$34,000 and a little bit higher contingencies and the other one does not. The smaller one with no security and smaller contingencies Option B is \$1,218.40. She suggested going with the one with the higher amount but can always go with the lower budget then they get to final adoption. This one has 386 lots. It is still largely under construction with not a lot of residents there. The \$1,218.40 option does not have a reserve, no security and has small contingencies.

On MOTION by Mr. Arnette, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-01 Approving the Proposed Fiscal Year 2024/2025 Budget and Setting a Public Hearing for July 17, 2024 on Adoption of the Fiscal Year 2024/2025 Budget – Option A, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02  
Designating a Date, Time, and Location for a  
Landowners' Meeting and Election  
(November 5, 2024)**

Ms. Burns stated the landowner's election will be held on November 5<sup>th</sup> at 9:15 a.m. By Statute it has to be the first Tuesday of November. The full Board would not have to be there but just a representative of the landowner which would probably be a builder proxy.

On MOTION by Mr. Cavaretta, seconded by Ms. Henley, with all in favor, Resolution 2024-02 Designating November 5, 2024 at 9:15 a.m. at the Hotel, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-03 Setting a Public Hearing to Adopt Amenity Rules and Rates for the District**

Ms. Burns stated these rules are the same as the rules they saw in the previous set, a standard set of rules for the pool, playground, dog park, lakes, and ponds. The fees for nonresident users are the same at \$2,500 and the replacement card of \$30. She suggested July 17<sup>th</sup> at 2:00 p.m. at this location. She asked for any questions or changes for these.

On MOTION by Mr. Arnette seconded by Ms. Henley, with all in favor, Resolution 2024-03 Setting a Public Hearing for July 17<sup>th</sup> at 2:00 p.m. to Adopt Amenity Rules and Rates for the District, was ratified.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk had nothing to report.

**B. Engineer**

Mr. Malave had nothing to report.

**C. Field Manager's Report**

Mr. Smith presented the Field Managers' Report. Topics included landscape maintenance, irrigation, weeding and pond mowing.

**D. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns presented the check register and asked for approval. This is for March totaling \$228,738.28.

On MOTION by Mr. Cavaretta, seconded by Ms. Henley, with all in favor, the Check Register totaling \$228,738.28, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated financial statements were included in the agenda package for review.

**iii. Ratification of Summary of Series 2022 Requisitions #143 to #145**

Ms. Burns noted these have been approved by the Chair and the District Engineer and need to be ratified by the Board.

On MOTION by Mr. Cavaretta seconded by Ms. Henley, with all in favor, the Series 2022 Requisitions #143 to #145, were ratified.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisors    Requests    and    Audience  
Comments**

There being no comments, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Arnette, seconded by Mr. Cavaretta, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION IV



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Date	Estimate #
5/1/2024	24593

<b>Project Name</b>
Lawson Dunes Playgrounds & D...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
610 Sand Pine Ln. Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Supply and Install the following: 1. Playground J1 for 2-5 yr olds called Rose Creek design with integrated shade, 1x half ramp into the surfacing and loose black rubber mulch. Includes 4x 6ft benches, SM loop bike rack and 2x 32 gal receptacle w lid and liner per design. 2. Playground J2 for 5-12 yr olds called Imperial Springs design and 1x duo teeter. Hex Shade centered into circular space, 1x half ramp into the surfacing and loose black rubber mulch. Includes six (6x) of the 6ft benches, SM loop bike rack and 1x receptacle with lid and liner per design. 3. Larger Dogs Park to get 1x Novice Kit, 1x pet waste station, 2x 6ft benches w back, 1x 32 gal waste receptacle with lid and liner. 4. Smaller Dogs Park to get 1x Novice Kit, 1x pet waste station, 2x 6ft benches w back, 1x 32 gal waste receptacle with lid and liner. 5. Benches at Mail Kiosk 2x 6ft benches with backs 6. Benches at Plaza next to J2 play area, 2x 6ft benches with back. Other plaza near J1 playground, 1x 32 gal receptacle, lid-liner. 7. Shade structure, Hexagon 44ftx 12ft high, baseplates 8. permitting included for Hexagon Shade			

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)

Date	Estimate #
5/1/2024	24593

Project Name
Lawson Dunes Playgrounds & D...



Customer / Bill To
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

Ship To
610 Sand Pine Ln. Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	<b>**PLAY EQUIPMENT**</b>			
QS-23-PK018P	Rose Creek - Neutral colors, designed with integrated shade forest green	1	24,616.42	24,616.42T
QS-23-PK024P	Imperial Springs - Neutral colors	1	16,074.00	16,074.00T
QS-23-PFB009P	RockWell Teeter Duo - neutral	1	754.00	754.00T
CLR	Colors: Neutral colors			0.00
Shipping	Combined Shipping and Freight Charges	1	2,865.60	2,865.60
	<b>**DOG PARK**</b>			
22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	2	4,861.67	9,723.34T
22-PBARK-478-...	Premium Welcome Sign - Custom Top - 1 Sided	2	999.00	1,998.00T
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	2	584.705	1,169.41T
CLR	Colors: neutral colors, green fountain			0.00
Shipping	Combined Shipping and Freight Charges	1	3,000.00	3,000.00
	<b>**SITE FURNISHINGS**</b>			
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	18	643.28889	11,579.20T
CLR	Colors: black frame, green coatings			0.00
22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	6	537.04667	3,222.28T
CLR	Colors: black frame, green coating			0.00

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Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

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<b>Ship To</b>
610 Sand Pine Ln. Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
22-LINER32-BL...	Plastic Liner - Black Color	6	107.16667	643.00T
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	6	214.50667	1,287.04T
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	2	858.62	1,717.24T
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	1,120.00	1,120.00
	<b>*SHADES*</b>			
CSSD	Custom Shade Design Hexagon 44 x 12ht, baseplates	1	28,427.84	28,427.84T
CLR	Colors: frame beige, Fabric forest green			0.00
ENGDRAW	Engineered Drawings for Permitting	1	840.00	840.00
Shipping	Combined Shipping and Freight Charges	1	2,760.00	2,760.00
	<b>**SURFACING MATERIALS**</b>			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	38	372.00	14,136.00T
22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	2	399.00	798.00T
Shipping	Combined Shipping and Freight Charges	1	3,240.00	3,240.00
	<b>**RAW MATERIALS**</b>			
RBAR5	No. 5 Rebar	600	1.25	750.00
RMC	Ready Mix Concrete 2500 PSI MIN	18	200.00	3,600.00
FBLOCK	Footer Blocks	60	3.75	225.00
CC80	Concrete for Anchoring - Delivered Cost	90	8.40	756.00

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Signature

Name / Title

Date

**Subtotal:**

**Sales Tax: (7.0%)**

**Total:**

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610 Sand Pine Ln. Haines City, FL 33844



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Item	Description	Qty	Cost	Total:
GFAB	Weed Barrier	4,000	0.20	800.00T
LPIN	Landscape pins for securing underlayment	6	55.00	330.00
	<b>**LABOR, RENTALS, INSTALLATION**</b>			
22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	1	4,200.00	4,200.00
DELFREE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation- play equipment, site furnishings, half ramp and surfacing, dog park items	1	24,450.00	24,450.00
LBR	Labor and Installation- one shade	1	16,852.50	16,852.50
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00
DSC	Discount	1	-2,000.00	-2,000.00T

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Signature

Name / Title

Date

**Subtotal:** \$181,734.87

**Sales Tax: (7.0%)** \$8,046.20

**Total:** \$189,781.07

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# LAWSON DUNES

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## PLAYGROUND EQUIPMENT

- Imperial Springs Play System- PKP024N
- Single Spring See Saw- PFS009
- 44' X 12' Hexagon Hip Shade
- Rose Creek Play System with Integrated shade- Custom PKP018
- (4) X 32 Gallon Receptacle with Liner and Dome- TR32
- (14) X 6' Standard Bench with Back- B6WBRCS

## PLAYGROUND INFORMATION

IMPERIAL SPRINGS PLAY SYSTEM	SINGLE SPRING SEE SAW
Quantity: 1	Quantity: 1
SKU: PKP024	SKU: PFB009
Use Zone: 28' 1" X 36' 6"	Use Zone: 13' 6" X 13' 6"
Age Group: 5 to 12 Years	Age Group: 2 to 5 Years



# LAWSON DUNES

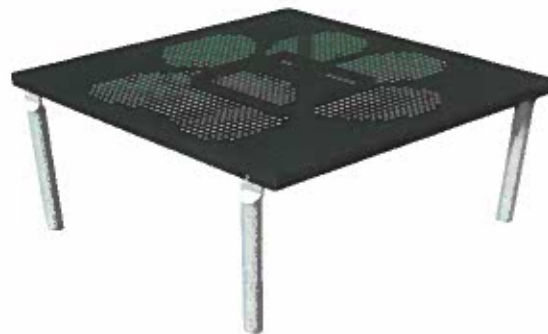
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## NOVICE COURSE- BARK-NVKIT

### PAWS TABLE

Model: PBARK-420

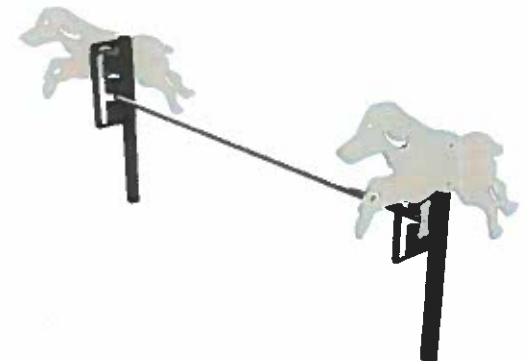
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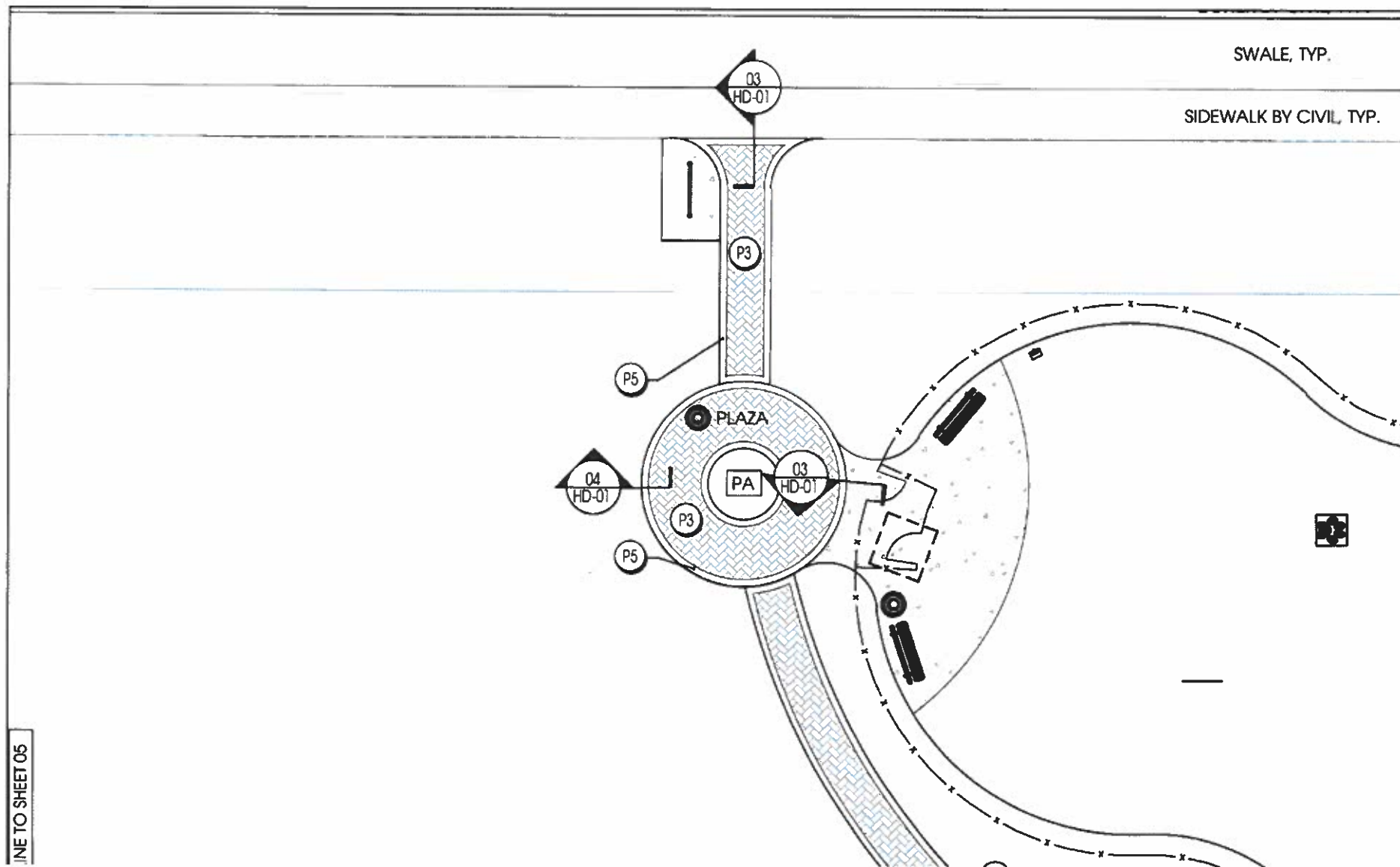
### ROVER JUMP OVER

Model: PBARK-450

Quantity: 2

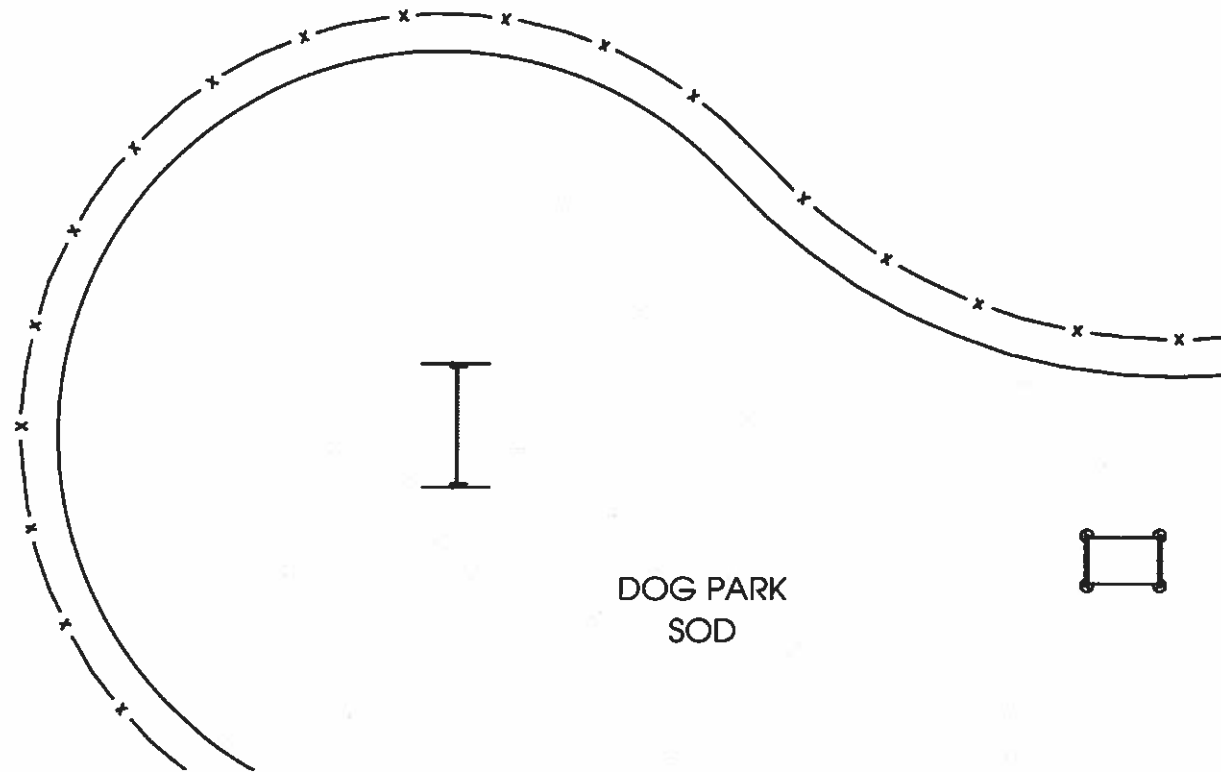


# LAWSON DUNES





# LAWSON DUNES

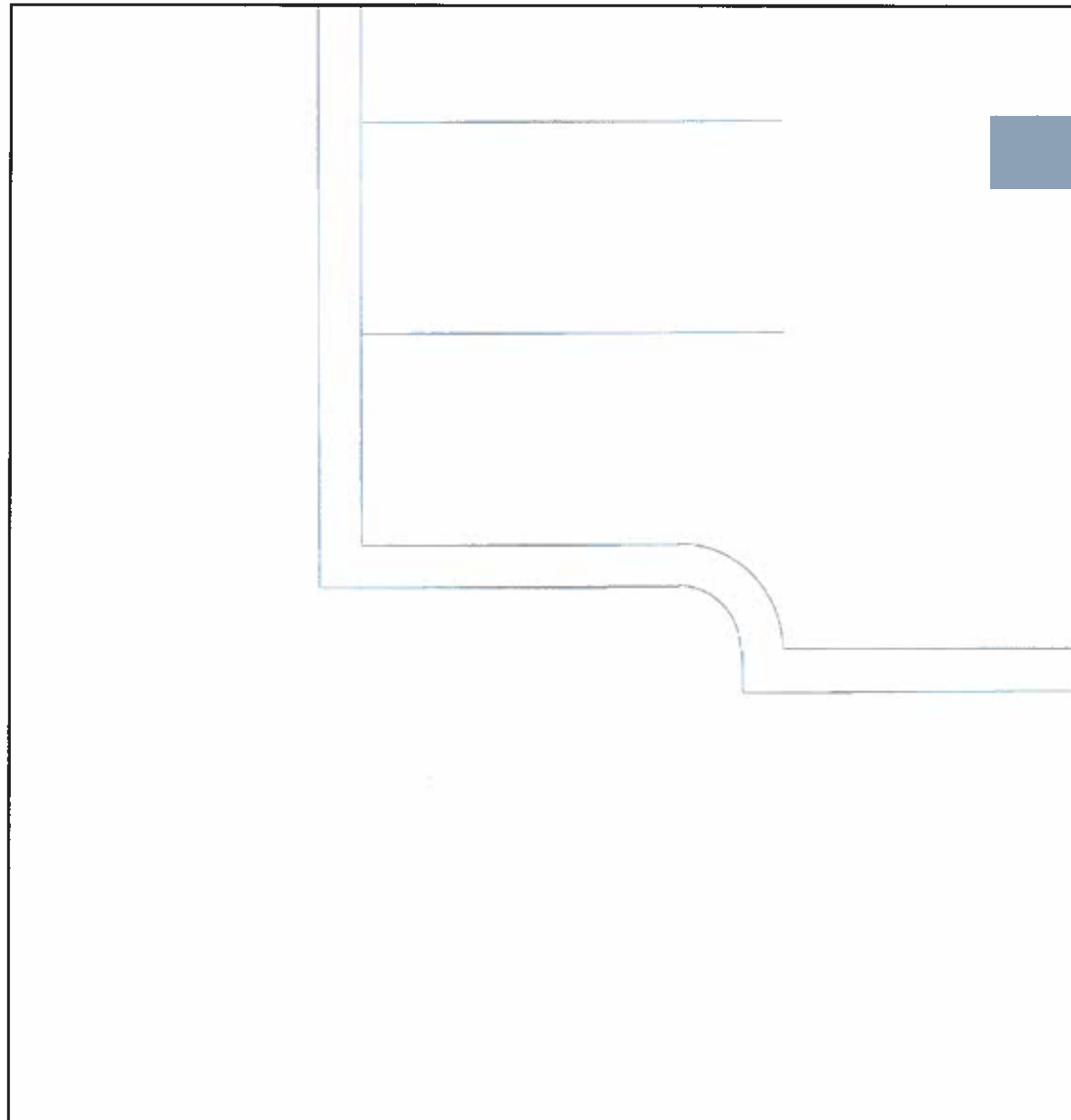


# LAWSON DUNES

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## PLAYGROUND EQUIPMENT AND SITE FURNISHING

- Rose Creek Play System with Integrated shade- Custom PKP018
- (2) X 32 Gallon Receptacle with Liner and Dome- TR32
- (6) X 6' Standard Bench with Back- B6WBRCS
- 3-Hump SM Loop Bike Rack



## SECTION V

patio showcase  
13655 belcher rd south  
largo fl 33771  
727-531-2260

## Estimate

Number Ekim

Date 5/12/2024

Bill To  
lawson dunes cdd

Ship To  
lawson dunes ammenity center

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax 1	Amount
AP-RD-42HFU	42"poly table	2	\$474.50		\$949.00
AP-RD-20HF	20" poly table	16	\$139.27		\$2,228.32
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	40	\$295.77		\$11,830.80
DEL	deliver and set up	1	\$300.00		\$300.00
	any color		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$16,453.88

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$16,453.88

Sales Tax 7.00% on \$0.00 \$0.00

Total \$16,453.88

## SECTION VI

## SECTION VII

## **POOL FURNITURE AND PLAYGROUND EQUIPMENT LEASE/PURCHASE AGREEMENT**

This Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Agreement”) dated as of June 19, 2024, and entered into by and between TYLER BOWEN BOWPROP I, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the LAWSON DUNES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

### **WITNESSETH:**

**WHEREAS**, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS**, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

**WHEREAS**, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Acquisition Amount”** means the amount specified in the Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

**“Acquisition Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Acquisition Fund Agreement”** means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

**“Acquisition Fund Custodian”** means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

**“Acquisition Period”** means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

**“Agreement”** means this Pool Furniture and Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

**“Certificate”** means the certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C.

**“Code”** means Title 26 of the U.S. Code, except where otherwise indicated.

**“Commencement Date”** means the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

**“Equipment”** means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

**“Equipment Costs”** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the Lease.

**“Expense Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Event of Default”** means an Event of Default described in Section 12.01.

**“Lease”** means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

**“Lease Proceeds”** means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor in accordance with the Agreement.

**“Lease Term”** for the Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.



**“Lessee”** means the entity or entities referred to as Lessee in the first paragraph of this Agreement.

**“Lessor”** means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

**“Maximum Equipment Cost”** means \$\_\_\_\_\_.

**“Purchase Price”** means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

**“Rental Payments”** means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

**“Schedule”** means each separately numbered Schedule of Property substantially in the form of **Exhibit A** hereto together with a Rental Payment Schedule attached thereto substantially in the form of **Exhibit A-1** hereto.

**“State”** means the State of Florida.

**“Utilization Period”** means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

**“Vendor”** means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

## **ARTICLE II**

### **COVENANTS**

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly

convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Lease and the acquisition by Lessee of the Equipment as provided in the Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. The annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term .

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local

governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### ARTICLE III

#### LEASE

**Section 3.01 Lease of Equipment.** Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

**Section 3.02 Continuation of Lease Term.** Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of the Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

**Section 3.03 Abatement.** During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which

Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of California Civil Code Section 1932, to the extent applicable, and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

**Section 3.04 Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, if applicable;

(iii) A Certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) Proof of official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than \_\_\_\_\_ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in the Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation

or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## ARTICLE IV

### PAYMENT AND PREPAYMENT OF RENT

**Section 4.01 Rental Payments.** Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus fourteen percent [14%] per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

**Section 4.03 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of any general tax revenues, funds or moneys of Lessee.

**Section 4.04 Rental Payments to be Unconditional.** Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

**Section 4.05 Tax Covenant.** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation

as to the excludability of any interest payment from federal, state, or local taxation.

**Section 4.06 Event of Taxability.** Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

## ARTICLE V

### THE EQUIPMENT

**Section 5.01 Delivery, Installation and Acceptance of Equipment.** (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as **Exhibit B**.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within five (5) business days of receipt.

**Section 5.02 Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without

Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04 Use and Maintenance of the Equipment.** Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

## ARTICLE VI

### TITLE AND SECURITY

**Section 6.01 Title to the Equipment.** During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02 Security Interest.** As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund, if any, and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to

establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII

### TAXES, CHARGES AND INSURANCE

**Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

**Section 7.02 Insurance.** Lessee shall during the Lease Term maintain or cause to be maintained casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then-applicable Purchase Price of the Equipment; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described herein. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

**Section 7.03 Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen percent (14%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII



## **DAMAGE TO AND REPLACEMENT OF EQUIPMENT**

**Section 8.01 Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

**Section 8.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

### WARRANTIES

**Section 9.01 Disclaimer of Warranties.** Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

## ARTICLE X

### PURCHASE OF EQUIPMENT

**Section 10.01 Purchase Option.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least thirty (30), but not more than one hundred twenty (120), days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of

\$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

## ARTICLE XI

### ASSIGNMENT

**Section 11.01 Assignment by Lessor.** Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under the Lease, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of the Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in the Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with

such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and the Lease has not been and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with this Agreement or any assignment under this Section.

**Section 11.02 Assignment and Subleasing by Lessee.** None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.01 Events of Default Defined.** Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an

arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

**Section 12.02 Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to Florida law, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

**Section 12.04 Application of Moneys.** Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

## **ARTICLE XIII**

### **MISCELLANEOUS**

**Section 13.01 Notices.** All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02 E-Verify.** The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

**Section 13.03 Release and Indemnification.** To the extent permitted by law, but only from legally available funds, without waiving available insurance coverage, and only up to the monetary limits of liability granted in Section 768.28, *Florida Statutes*). Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in the Lease or any material misrepresentation contained in the Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason. Notwithstanding the foregoing, nothing herein shall be deemed as a waiver of the Lessee 's sovereign immunity or the Lessee's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**Section 13.04 Binding Effect.** This Agreement and Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05 Severability.** In the event any provision of this Agreement and/or Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 Amendments, Changes and Modifications.** This Agreement and Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07 Execution in Counterparts.** This Agreement and Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08 Applicable Law.** This Agreement and Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 Captions.** The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections herein.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**LESSOR:**

Tyler Bowen  
BowProp I, LLC  
PO Box 1912  
Winter Haven, FL 33883

**LESSEE:**

Lawson Dunes  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



## EXHIBIT A

### SCHEDULE OF PROPERTY NO. 1

**Dated: June 19, 2024**

Re: Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of June 19, 2024, by and between Tyler Bowen BowProp I, LLC as Lessor, and the Lawson Dunes Community Development District, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Pool Furniture and Playground Equipment Lease”).

**2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Playground Equipment Lease:

[See Attached Exhibit A-2]

**3. Payment Schedule.**

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

**4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture and Playground Equipment Lease.

**5. The Lease.** The terms and provisions of the Pool Furniture and Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

**[Remainder of Page Intentionally Left Blank]**

**6. Purchase Option Commencement Date.** For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is June 19, 2024.

**LESSOR:**

Tyler Bowen  
BowProp I, LLC  
PO Box 1912  
Winter Haven, Florida 33883

**LESSEE:**

Lawson Dunes Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

This Counterpart No. 1 must be manually executed and in serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than this Counterpart No. 1.

**EXHIBIT A-1**  
**RENTAL PAYMENT SCHEDULE**

**EXHIBIT A-2  
EQUIPMENT**



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Date	Estimate #
5/1/2024	24593

<b>Project Name</b>
Lawson Dunes Playgrounds & D...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
610 Sand Pine Ln. Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Supply and Install the following: 1. Playground J1 for 2-5 yr olds called Rose Creek design with integrated shade, 1x half ramp into the surfacing and loose black rubber mulch. Includes 4x 6ft benches, SM loop bike rack and 2x 32 gal receptacle w lid and liner per design. 2. Playground J2 for 5-12 yr olds called Imperial Springs design and 1x duo teeter. Hex Shade centered into circular space, 1x half ramp into the surfacing and loose black rubber mulch. Includes six (6x) of the 6ft benches, SM loop bike rack and 1x receptacle with lid and liner per design. 3. Larger Dogs Park to get 1x Novice Kit, 1x pet waste station, 2x 6ft benches w back, 1x 32 gal waste receptacle with lid and liner. 4. Smaller Dogs Park to get 1x Novice Kit, 1x pet waste station, 2x 6ft benches w back, 1x 32 gal waste receptacle with lid and liner. 5. Benches at Mail Kiosk 2x 6ft benches with backs 6. Benches at Plaza next to J2 play area, 2x 6ft benches with back. Other plaza near J1 playground, 1x 32 gal receptacle, lid-liner. 7. Shade structure, Hexagon 44ftx 12ft high, baseplates 8. permitting included for Hexagon Shade			

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Date	Estimate #
5/1/2024	24593

Project Name
Lawson Dunes Playgrounds & D...



Customer / Bill To
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

Ship To
610 Sand Pine Ln. Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	<b>**PLAY EQUIPMENT**</b>			
QS-23-PK018P	Rose Creek - Neutral colors, designed with integrated shade forest green	1	24,616.42	24,616.42T
QS-23-PK024P	Imperial Springs - Neutral colors	1	16,074.00	16,074.00T
QS-23-PFB009P	RockWell Teeter Duo - neutral	1	754.00	754.00T
CLR	Colors: Neutral colors			0.00
Shipping	Combined Shipping and Freight Charges	1	2,865.60	2,865.60
	<b>**DOG PARK**</b>			
22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	2	4,861.67	9,723.34T
22-PBARK-478-...	Premium Welcome Sign - Custom Top - 1 Sided	2	999.00	1,998.00T
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	2	584.705	1,169.41T
CLR	Colors: neutral colors, green fountain			0.00
Shipping	Combined Shipping and Freight Charges	1	3,000.00	3,000.00
	<b>**SITE FURNISHINGS**</b>			
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	18	643.28889	11,579.20T
CLR	Colors: black frame, green coatings			0.00
22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	6	537.04667	3,222.28T
CLR	Colors: black frame, green coating			0.00

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

**Subtotal:**

**Sales Tax: (7.0%)**

**Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)

Date	Estimate #
5/1/2024	24593

<b>Project Name</b>
Lawson Dunes Playgrounds & D...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
610 Sand Pine Ln. Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
22-LINER32-BL...	Plastic Liner - Black Color	6	107.16667	643.00T
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	6	214.50667	1,287.04T
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	2	858.62	1,717.24T
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	1,120.00	1,120.00
	<b>*SHADES*</b>			
CSSD	Custom Shade Design Hexagon 44 x 12ht, baseplates	1	28,427.84	28,427.84T
CLR	Colors: frame beige, Fabric forest green			0.00
ENGDRAW	Engineered Drawings for Permitting	1	840.00	840.00
Shipping	Combined Shipping and Freight Charges	1	2,760.00	2,760.00
	<b>**SURFACING MATERIALS**</b>			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	38	372.00	14,136.00T
22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	2	399.00	798.00T
Shipping	Combined Shipping and Freight Charges	1	3,240.00	3,240.00
	<b>**RAW MATERIALS**</b>			
RBAR5	No. 5 Rebar	600	1.25	750.00
RMC	Ready Mix Concrete 2500 PSI MIN	18	200.00	3,600.00
FBLOCK	Footer Blocks	60	3.75	225.00
CC80	Concrete for Anchoring - Delivered Cost	90	8.40	756.00

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Date	Estimate #
5/1/2024	24593

<b>Project Name</b>
Lawson Dunes Playgrounds & D...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
610 Sand Pine Ln. Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
GFAB	Weed Barrier	4,000	0.20	800.00T
LPIN	Landscape pins for securing underlayment	6	55.00	330.00
	<b>**LABOR, RENTALS, INSTALLATION**</b>			
22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	1	4,200.00	4,200.00
DELFREE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation- play equipment, site furnishings, half ramp and surfacing, dog park items	1	24,450.00	24,450.00
LBR	Labor and Installation- one shade	1	16,852.50	16,852.50
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00
DSC	Discount	1	-2,000.00	-2,000.00T

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

**Subtotal:** \$181,734.87

**Sales Tax: (7.0%)** \$8,046.20

**Total:** \$189,781.07

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



# LAWSON DUNES

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## PLAYGROUND EQUIPMENT

- Imperial Springs Play System- PKP024N
- Single Spring See Saw- PFS009
- 44' X 12' Hexagon Hip Shade
- Rose Creek Play System with Integrated shade- Custom PKP018
- (4) X 32 Gallon Receptacle with Liner and Dome- TR32
- (14) X 6' Standard Bench with Back- B6WBRCS

## PLAYGROUND INFORMATION

IMPERIAL SPRINGS PLAY SYSTEM	SINGLE SPRING SEE
Quantity: 1	Quantity: 1
SKU: PKP024	SKU: PFB009
Use Zone: 28' 1" X 36' 6"	Use Zone: 13' 6" X 1
Age Group: 5 to 12 Years	Age Group: 2 to 5 Yr

# LAWSON DUNES

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## NOVICE COURSE- BARK-NVKIT

### PAWS TABLE

Model: PBARK-420

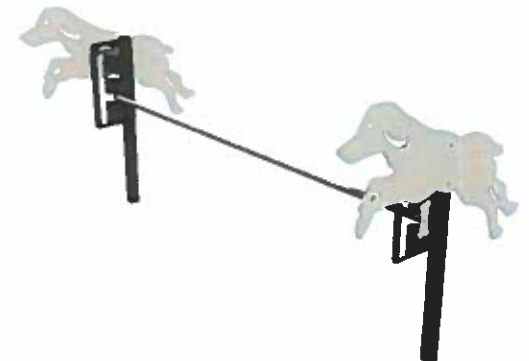
Quantity: 2



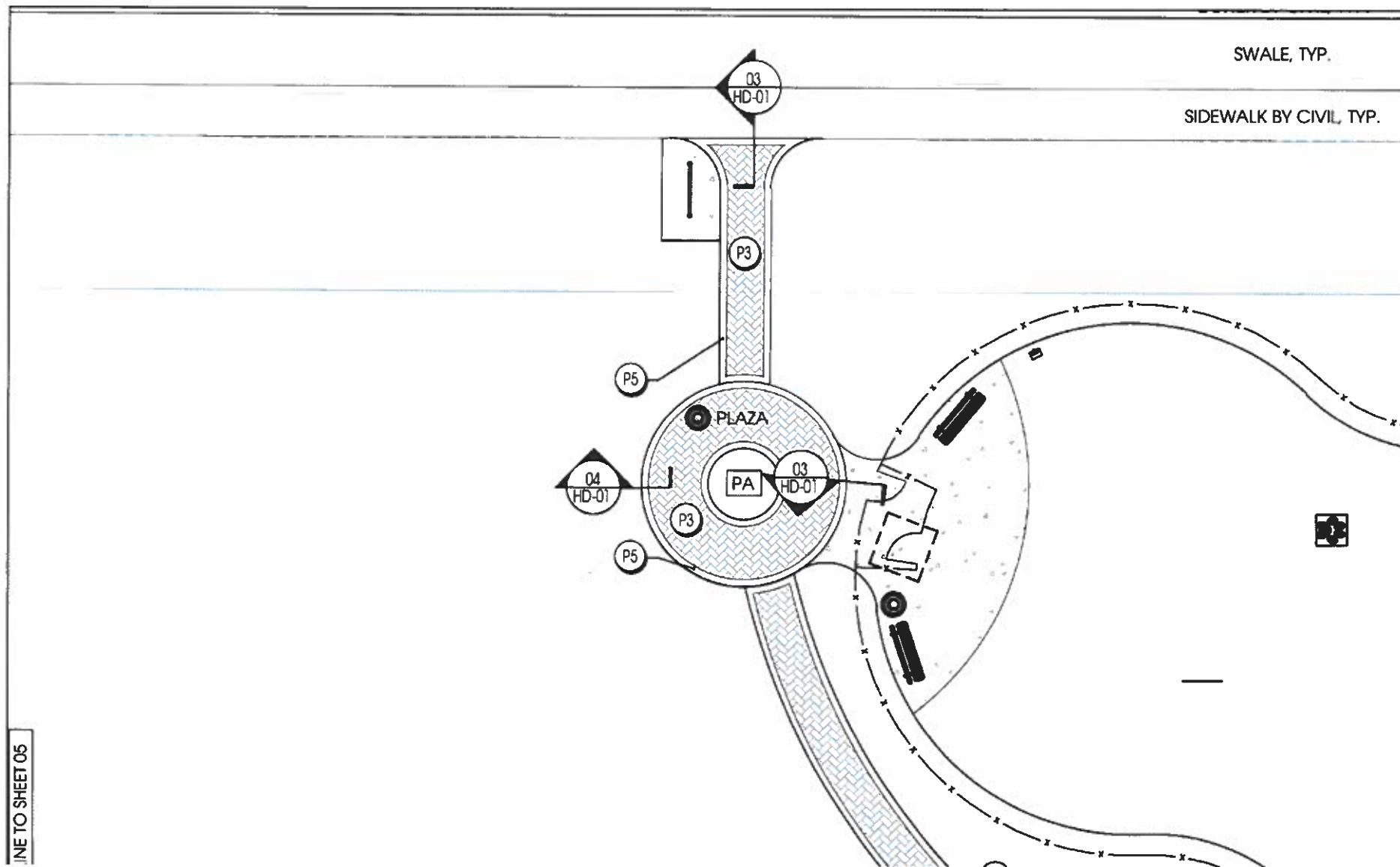
### ROVER JUMP OVER

Model: PBARK-450

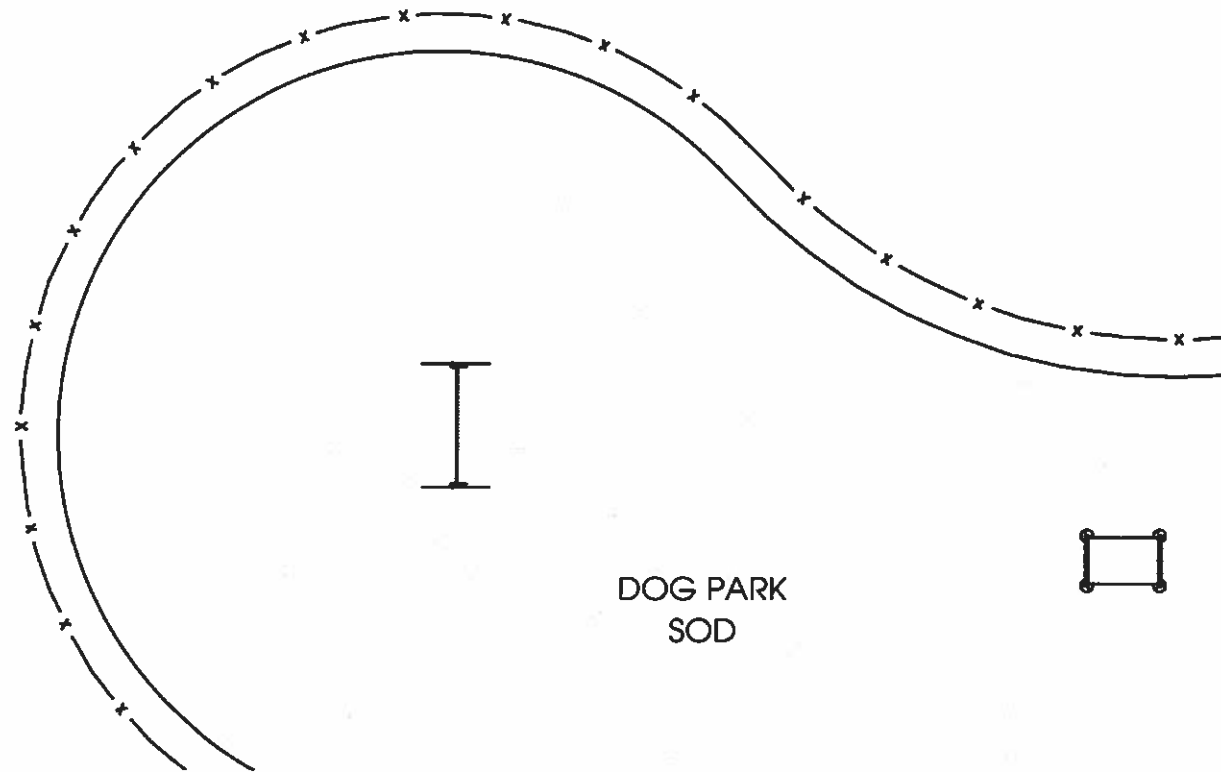
Quantity: 2



# LAWSON DUNES



# LAWSON DUNES

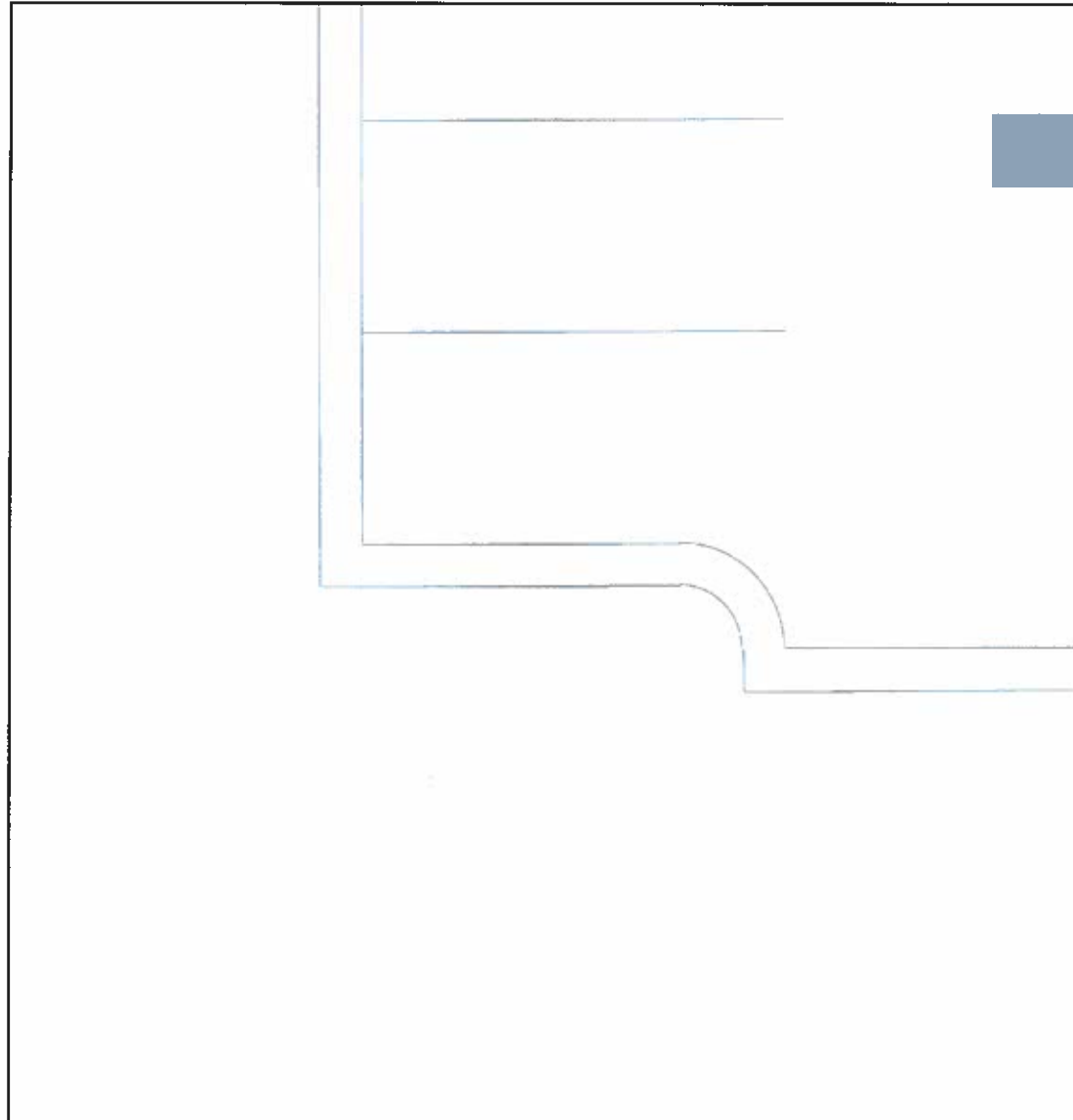


# LAWSON DUNES

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## PLAYGROUND EQUIPMENT AND SITE FURNISHING

- Rose Creek Play System with Integrated shade- Custom PKP018
- (2) X 32 Gallon Receptacle with Liner and Dome- TR32
- (6) X 6' Standard Bench with Back- B6WBRCS
- 3-Hump SM Loop Bike Rack



patio showcase  
13655 belcher rd south  
largo fl 33771  
727-531-2260

## Estimate

Number Ekim

Date 5/12/2024

Bill To  
lawson dunes cdd

Ship To  
lawson dunes ammenity center

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax 1	Amount
AP-RD-42HFU	42"poly table	2	\$474.50		\$949.00
AP-RD-20HF	20" poly table	16	\$139.27		\$2,228.32
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	40	\$295.77		\$11,830.80
DEL	deliver and set up	1	\$300.00		\$300.00
	any color		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$16,453.88

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$16,453.88

Sales Tax 7.00% on \$0.00 \$0.00

Total \$16,453.88

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Tyler Bowen BowProp I, LLC**

PO Box 1912

Winter Haven, FL 33883

Re: Schedule of Property No. 1, dated June 19, 2024, to Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of June 19, 2024, between Tyler Bowen BowProp I, LLC, as Lessor, and the Lawson Dunes Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: June 19, 2024

LESSEE:

Lawson Dunes Community Development District

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT C**

**CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Lawson Dunes Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Lawson Dunes Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Playground Equipment Lease/Purchase Agreement dated as of June 19, 2024 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and Tyler Bowen BowProp I, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.



# SECTION C



# Lawson Dunes CDD

## Field Management Report



June 19th, 2024

Joel Blanco

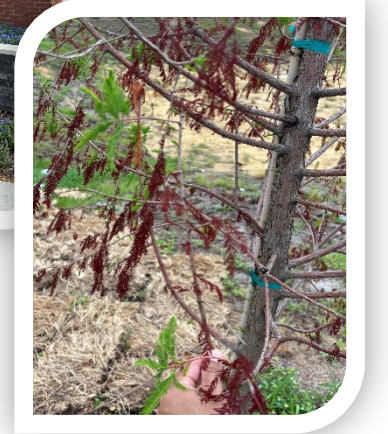
Field Manager

GMS

# Completed

## Landscape Maintenance Review

- ✚ GMS staff has continued to review all landscaping areas
- ✚ Several trees, notably at Tract B & C, appear to have experienced high levels of stress due to the extended dry season, spring heat, and city water restriction. Trees are showing some life as the rainy season is beginning.
- ✚ Frontage and common areas continue to be maintained in neat and satisfactory standards.
- ✚ Sod was recently added to the west portion of Tract B with sod installation pending on Tract A.
- ✚ Landscaping at the amenity parking continues to be maintained prior to the start of the build.





# Completed

## Dry Pond Review

- ✚ Dry Ponds are continued to be reviewed by GMS staff.
- ✚ Dry Pond easements remain in neat and tidy conditions.
- ✚ Maintenance staff has been scheduled to remove loose debris from Dry Pond Tract B.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at [jblanco@gmscfl.com](mailto:jblanco@gmscfl.com). Thank you.

Respectfully,  
Joel Blanco

# SECTION D

# SECTION 1

# Lawson Dunes

## Community Development District

### Summary of Check Register

April 1, 2024 to May 31, 2024

Bank	Date	Check No.'s	Amount
General Fund	4/10/24	124-125	\$ 4,414.28
	4/15/24	126	\$ 21,084.94
	4/22/24	127-131	\$ 5,725.93
	5/1/24	132	\$ 725.00
	5/15/24	133-135	\$ 11,062.41
	5/23/24	136	\$ 2,845.63
			<hr/> \$ 45,858.19
Total Amount			\$ 45,858.19



AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 6/10/24		PAGE 1		
*** CHECK DATES 04/01/2024 - 05/31/2024 ***		LAWSON DUNES GENERAL FUND									
		BANK A GENERAL FUND									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE		...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS		VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #		
4/03/24	00019	1/05/24	3	202401	310-51300-31300		*	500.00			
					AMORTIZATION SCHEDULE S22						
		1/05/24	3	202401	310-51300-31300		V	500.00-			
					AMORTIZATION SCHEDULE S22						
DISCLOSURE SERVICES LLC									.00	000124	
4/10/24	00001	4/01/24	40	202404	310-51300-34000		*	3,091.67			
					MANAGEMENT FEES-APR24						
		4/01/24	40	202404	310-51300-35200		*	100.00			
					WEBSITE MANAGEMENT-APR24						
		4/01/24	40	202404	310-51300-35100		*	150.00			
					INFORMATION TECH-APR24						
		4/01/24	40	202404	310-51300-31300		*	441.67			
					DISSEMINATION SVCS-APR24						
		4/01/24	40	202404	310-51300-51000		*	2.62			
					OFFICE SUPPLIES						
		4/01/24	40	202404	310-51300-42000		*	2.57			
					POSTAGE						
		4/01/24	40	202404	310-51300-42500		*	.75			
					COPIES						
		4/01/24	41	202404	320-53800-12000		*	625.00			
					FIELD MANAGEMENT-APR24						
GOVERNMENTAL MANAGEMENT SERVICES-CF									4,414.28	000125	
4/15/24	00024	4/12/24	04122024	202404	300-20700-10000		*	21,084.94			
					ASSESS TRANSFER S2022						
LAWSON DUNES CDD C/O US BANK									21,084.94	000126	
4/22/24	00007	4/08/24	9161	202403	310-51300-31500		*	1,187.93			
					ATTORNEY SVCS-MAR24						
KILINSKI VAN WYK, PLLC									1,187.93	000127	
4/22/24	00027	4/01/24	12230	202404	320-53800-46200		*	3,938.00			
					LANDSCAPE MAINT-APR24						
PRINCE & SONS, INC.									3,938.00	000128	
4/22/24	00011	4/17/24	BH041720	202404	310-51300-11000		*	200.00			
					SUPERVISOR FEES-04/17/24						
BOBBIE HENLEY									200.00	000129	
4/22/24	00016	4/17/24	CC041720	202404	310-51300-11000		*	200.00			
					SUPERVISOR FEES-04/17/24						
CHARLES CAVARETTA									200.00	000130	
4/22/24	00017	4/17/24	DA041720	202404	310-51300-11000		*	200.00			
					SUPERVISOR FEES-04/17/24						
DANIEL ARNETTE									200.00	000131	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/01/24	00018	4/26/24	22405285 202403 310-51300-31100	ENGINEERING SVCS-MAR24	*	725.00	
DEWBERRY ENGINEERS INC.							725.00 000132
5/15/24	00019	1/05/24	3 202404 310-51300-31300	AMORTIZATION SCHEDULE S22	*	500.00	
DISCLOSURE SERVICES LLC							500.00 000133
5/15/24	00001	5/01/24	46 202405 310-51300-34000	MANAGEMENT FEES-MAY24	*	3,091.67	
		5/01/24	46 202405 310-51300-35200	WEBSITE MANAGEMENT-MAY24	*	100.00	
		5/01/24	46 202405 310-51300-35100	INFORMATION TECH-MAY24	*	150.00	
		5/01/24	46 202405 310-51300-31300	DISSEMINATION SVCS-MAY24	*	441.67	
		5/01/24	46 202405 310-51300-51000	OFFICE SUPPLIES	*	2.83	
		5/01/24	46 202405 310-51300-42000	POSTAGE	*	13.24	
		5/01/24	47 202405 320-53800-12000	FIELD MANAGEMENT-MAY24	*	625.00	
GOVERNMENTAL MANAGEMENT SERVICES-CF							4,424.41 000134
5/15/24	00027	4/13/24	12386 202404 320-53800-46200	LANDSCAPE MAINT-APR24	*	2,200.00	
		5/01/24	12499 202405 320-53800-46200	LANDSCAPE MAINT-MAY24	*	3,938.00	
PRINCE & SONS, INC.							6,138.00 000135
5/23/24	00007	5/15/24	9473 202404 310-51300-31500	ATTORNEY SVCS-APR24	*	2,845.63	
KILINSKI VAN WYK, PLLC							2,845.63 000136
TOTAL FOR BANK A						45,858.19	
TOTAL FOR REGISTER						45,858.19	

## SECTION 2

***Lawson Dunes***  
***Community Development District***

***Unaudited Financial Reporting***  
***April 30, 2024***



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**Lawson Dunes**  
**Community Development District**  
**Combined Balance Sheet**  
**April 30, 2024**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Total Governmental Funds</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 170,283	\$ -	\$ -	\$ 170,283
<u>Investments:</u>				
<u>Series 2022</u>				
Reserve	\$ -	\$ 317,594	\$ -	\$ 317,594
Revenue	\$ -	\$ 566,777	\$ -	\$ 566,777
Prepayment	\$ -	\$ 3,922	\$ -	\$ 3,922
Construction	\$ -	\$ -	\$ 217,473	\$ 217,473
<b>Total Assets</b>	<b>\$ 170,283</b>	<b>\$ 888,293</b>	<b>\$ 217,473</b>	<b>\$ 1,276,049</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 7,091	\$ -	\$ -	\$ 7,091
Contracts Payable	\$ -	\$ -	\$ 305	\$ 305
<b>Total Liabilities</b>	<b>\$ 7,091</b>	<b>\$ -</b>	<b>\$ 305</b>	<b>\$ 7,396</b>
<b>Fund Balance:</b>				
Restricted For:				
Capital Projects - Series 2022	\$ -	\$ -	\$ 217,168	\$ 217,168
Debt Service - Series 2022	\$ -	\$ 888,293	\$ -	\$ 888,293
Unassigned	\$ 163,193	\$ -	\$ -	\$ 163,193
<b>Total Fund Balances</b>	<b>\$ 163,193</b>	<b>\$ 888,293</b>	<b>\$ 217,168</b>	<b>\$ 1,268,653</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 170,283</b>	<b>\$ 888,293</b>	<b>\$ 217,473</b>	<b>\$ 1,276,049</b>

**Lawson Dunes**  
**Community Development District**

**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/24	Thru 04/30/24	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$ 348,550	\$ 348,550	\$ 259,207	\$ (89,343)
<b>Total Revenues</b>	<b>\$ 348,550</b>	<b>\$ 348,550</b>	<b>\$ 259,207</b>	<b>\$ (89,343)</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 7,000	\$ 1,400	\$ 5,600
Engineering	\$ 15,000	\$ 8,750	\$ 1,128	\$ 7,623
Attorney	\$ 20,000	\$ 11,667	\$ 5,834	\$ 5,833
Annual Audit	\$ 3,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,300	\$ 3,092	\$ 4,092	\$ (1,000)
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -
Management Fees	\$ 37,100	\$ 21,642	\$ 21,642	\$ (0)
Information Technology	\$ 1,800	\$ 1,050	\$ 1,050	\$ -
Website Maintenance	\$ 1,200	\$ 700	\$ 700	\$ -
Postage & Delivery	\$ 1,000	\$ 583	\$ 281	\$ 302
Insurance	\$ 5,500	\$ 5,500	\$ 7,069	\$ (1,569)
Copies	\$ 1,000	\$ 583	\$ 1	\$ 583
Legal Advertising	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Other Current Charges	\$ 2,000	\$ 1,167	\$ 312	\$ 855
Office Supplies	\$ 625	\$ 365	\$ 3	\$ 361
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative Expenditures</b>	<b>\$ 120,700</b>	<b>\$ 70,190</b>	<b>\$ 48,685</b>	<b>\$ 21,505</b>

**Lawson Dunes**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/24	Thru 04/30/24	Variance
<i><u>Operations &amp; Maintenance</u></i>				
<b>Field Expenditures</b>				
Property Insurance	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Field Management	\$ 15,000	\$ 8,750	\$ 625	\$ 8,125
Landscape Maintenance	\$ 45,500	\$ 26,542	\$ 9,138	\$ 17,404
Landscape Replacement	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Pond Maintenance	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Irrigation Repairs	\$ 7,500	\$ 4,375	\$ -	\$ 4,375
Streetlights	\$ 30,000	\$ 17,500	\$ -	\$ 17,500
Electric	\$ 5,000	\$ 5,000	\$ 7,947	\$ (2,947)
Water & Sewer	\$ 10,000	\$ 10,000	\$ 39,542	\$ (29,542)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,458	\$ -	\$ 1,458
General Repairs & Maintenance	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Field Contingency	\$ 10,000	\$ 5,833	\$ 475	\$ 5,358
<b>Subtotal Field Expenditures</b>	<b>\$ 160,500</b>	<b>\$ 104,042</b>	<b>\$ 57,727</b>	<b>\$ 46,314</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 2,000	\$ 1,167	\$ -	\$ 1,167
Amenity - Water	\$ 2,500	\$ 1,458	\$ -	\$ 1,458
Internet	\$ 500	\$ 292	\$ -	\$ 292
Playground Lease	\$ 35,000	\$ 20,417	\$ -	\$ 20,417
Pest Control	\$ 500	\$ 292	\$ -	\$ 292
Janitorial Service	\$ 2,550	\$ 1,488	\$ -	\$ 1,488
Security Service	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Pool Maintenance	\$ 5,550	\$ 3,238	\$ -	\$ 3,238
Amenity Access Management	\$ 1,250	\$ 729	\$ -	\$ 729
Amenity Repairs & Maintenance	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Amenity Contingency	\$ 2,500	\$ 1,458	\$ -	\$ 1,458
<b>Subtotal Amenity Expenditures</b>	<b>\$ 67,350</b>	<b>\$ 39,288</b>	<b>\$ -</b>	<b>\$ 39,288</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 227,850</b>	<b>\$ 143,329</b>	<b>\$ 57,727</b>	<b>\$ 85,602</b>
<b>Total Expenditures</b>	<b>\$ 348,550</b>	<b>\$ 213,519</b>	<b>\$ 106,412</b>	<b>\$ 107,106</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 152,795</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 10,398</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 163,193</b>	



**Lawson Dunes**  
**Community Development District**  
**Debt Service Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$ 689,217	\$ 689,217	\$ 498,852	\$ (190,365)
Assessments - Prepayments	\$ -	\$ -	\$ 471,852	\$ 471,852
Interest	\$ -	\$ -	\$ 30,261	\$ 30,261
<b>Total Revenues</b>	<b>\$ 689,217</b>	<b>\$ 689,217</b>	<b>\$ 1,000,965</b>	<b>\$ 311,748</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Interest - 11/1	\$ 260,456	\$ 260,456	\$ 260,456	\$ (0)
Special Call 11/1	\$ -	\$ -	\$ 295,000	\$ (295,000)
Interest - 2/1	\$ -	\$ -	\$ 6,364	\$ (6,364)
Special Call 2/1	\$ -	\$ -	\$ 510,000	\$ (510,000)
Principal - 5/1	\$ 170,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 260,456	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 690,913</b>	<b>\$ 260,456</b>	<b>\$ 1,071,820</b>	<b>\$ (811,364)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (1,695)</b>		<b>\$ (70,855)</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ (317,594)	\$ (317,594)
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (317,594)</b>	<b>\$ (317,594)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (1,695)</b>		<b>\$ (388,449)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 315,140</b>		<b>\$ 1,276,742</b>	
<b>Fund Balance - Ending</b>	<b>\$ 313,445</b>		<b>\$ 888,293</b>	

**Lawson Dunes**  
**Community Development District**  
**Capital Project Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b><u>Revenues:</u></b>				
Interest	\$ -	\$ -	\$ 12,965	\$ 12,965
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,965</b>	<b>\$ 12,965</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Capital Outlay	\$ -	\$ -	\$ 628,408	\$ (628,408)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 628,408</b>	<b>\$ (628,408)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (615,443)</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ 317,594	\$ 317,594
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 317,594</b>	<b>\$ 317,594</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (297,849)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 515,017</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 217,168</b>	

**Lawson Dunes**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - On Roll	\$ -	\$ -	\$ 133,376	\$ 114,875	\$ -	\$ 2,714	\$ 8,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,207
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 133,376</b>	<b>\$ 114,875</b>	<b>\$ -</b>	<b>\$ 2,714</b>	<b>\$ 8,242</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 259,207</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400
Engineering	\$ -	\$ -	\$ -	\$ 58	\$ -	\$ 725	\$ 345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,128
Attorney	\$ 39	\$ 219	\$ 500	\$ 969	\$ 73	\$ 1,188	\$ 2,846	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,834
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 442	\$ 942	\$ 442	\$ 442	\$ 442	\$ 442	\$ 942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,092
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,092	\$ 3,092	\$ 3,092	\$ 3,092	\$ 3,092	\$ 3,092	\$ 3,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,642
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700
Postage & Delivery	\$ 1	\$ 13	\$ 1	\$ 216	\$ 45	\$ 1	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ 1,869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,069
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 38	\$ 38	\$ 60	\$ 46	\$ 49	\$ 40	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Subtotal General &amp; Administrative Expenditures</b>	<b>\$ 14,237</b>	<b>\$ 4,554</b>	<b>\$ 4,345</b>	<b>\$ 5,072</b>	<b>\$ 5,819</b>	<b>\$ 6,538</b>	<b>\$ 8,120</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,685</b>

**Lawson Dunes**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i><b>Operations &amp; Maintenance</b></i>													
<b>Field Expenditures</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	625	\$ -	\$ -	\$ -	\$ -	\$ -	625
Landscape Maintenance	\$ -	\$ -	\$ -	1,500	1,500	\$ -	6,138	\$ -	\$ -	\$ -	\$ -	\$ -	9,138
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ 168	\$ 326	\$ 351	\$ 1,883	\$ 1,946	\$ 1,640	\$ 1,634	\$ -	\$ -	\$ -	\$ -	\$ -	7,947
Water & Sewer	\$ 3,619	\$ 4,047	\$ 4,678	\$ 8,792	\$ 9,426	\$ 8,314	\$ 666	\$ -	\$ -	\$ -	\$ -	\$ -	39,542
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ -	\$ -	\$ -	475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	475
<b>Subtotal Field Expenditures</b>	<b>\$ 3,787</b>	<b>\$ 4,373</b>	<b>\$ 5,029</b>	<b>\$ 12,175</b>	<b>\$ 13,346</b>	<b>\$ 9,955</b>	<b>\$ 9,063</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 57,727</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 3,787</b>	<b>\$ 4,373</b>	<b>\$ 5,029</b>	<b>\$ 12,175</b>	<b>\$ 13,346</b>	<b>\$ 9,955</b>	<b>\$ 9,063</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 57,727</b>
<b>Total Expenditures</b>	<b>\$ 18,024</b>	<b>\$ 8,927</b>	<b>\$ 9,374</b>	<b>\$ 17,247</b>	<b>\$ 19,166</b>	<b>\$ 16,492</b>	<b>\$ 17,183</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 106,412</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (18,024)</b>	<b>\$ (8,927)</b>	<b>\$ 124,002</b>	<b>\$ 97,628</b>	<b>\$ (19,166)</b>	<b>\$ (13,779)</b>	<b>\$ (8,940)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,795</b>

# Lawson Dunes

## Community Development District

### Long Term Debt Summary

SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.375%, 4.750%, 5.000%, 5.125%	
MATURITY DATE:	5/1/2052	
OPTIONAL REDEMPTION DATE:	5/1/2032	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$635,188	
RESERVE FUND BALANCE	\$317,594	
BONDS OUTSTANDING - 06/16/22		\$12,000,000
(LESS: PRINCIPAL PAYMENT - 05/01/23)		(\$185,000)
(LESS: PRINCIPAL - SPECIAL CALL - 08/01/23)		(\$1,385,000)
(LESS: PRINCIPAL - SPECIAL CALL - 11/01/23)		(\$295,000)
(LESS: PRINCIPAL - SPECIAL CALL - 2/01/24)		(\$510,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$9,625,000</b>

**Lawson Dunes**  
**Community Development District**  
**Special Assessment Receipt Schedule**  
**Fiscal Year 2024**

Gross Assessments	\$ 374,786.70	\$ 721,287.92	\$ 1,096,074.62
Net Assessments	\$ 348,551.63	\$ 670,797.77	\$ 1,019,349.40

**ON ROLL ASSESSMENTS**

34.19%	65.81%	100.00%
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Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	Series 2022		Total
								O&M Portion	Debt Service	
12/1/23	ACH	1% Fee	(\$10,960.75)	\$0.00	\$0.00	\$0.00	(\$10,960.75)	(\$3,747.87)	(\$7,212.88)	(\$10,960.75)
12/8/23	ACH	11/13/23 - 11/22/23	\$310,961.72	(\$5,970.47)	(\$12,438.26)	\$0.00	\$292,552.99	\$100,034.22	\$192,518.77	\$292,552.99
12/21/23	ACH	11/23/23 - 11/30/23	\$115,296.30	(\$2,213.69)	(\$4,611.77)	\$0.00	\$108,470.84	\$37,090.02	\$71,380.82	\$108,470.84
01/10/24	ACH	12/16/31-12/31/23	\$351,379.20	(\$10,542.08)	(\$6,816.74)	\$0.00	\$334,020.38	\$114,213.39	\$219,806.99	\$334,020.38
01/16/24	ACH	10/01/23-12/31/23	\$0.00	\$0.00	\$0.00	\$1,935.37	\$1,935.37	\$661.77	\$1,273.60	\$1,935.37
03/13/24	ACH	02/01/24-02/29/24	\$8,235.45	(\$161.96)	(\$137.24)	\$0.00	\$7,936.25	\$2,713.68	\$5,222.57	\$7,936.25
04/10/24	ACH	03/01/24-03/31/24	\$24,706.35	(\$491.93)	(\$109.84)	\$0.00	\$24,104.58	\$8,242.21	\$15,862.37	\$24,104.58
<b>TOTAL</b>			<b>\$ 799,618.27</b>	<b>\$ (19,380.13)</b>	<b>\$ (24,113.85)</b>	<b>\$ 1,935.37</b>	<b>\$ 758,059.66</b>	<b>\$ 259,207.42</b>	<b>\$ 498,852.24</b>	<b>\$ 758,059.66</b>

74%	Net Percent Collected
<b>\$ 261,289.74</b>	<b>Balance Remaining to Collect</b>

## SECTION 3

## EXHIBIT C

### FORMS OF REQUISITIONS

**LAWSON DUNES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2022  
(SERIES 2022 PROJECT)  
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Lawson Dunes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2022 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 146
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Absolute Engineering, Inc.
- (D) Amount Payable: \$37.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 022086 - Construction Admin for Mar 2024
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the:  
  
*Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
  
the Costs of the Series 2022 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to



receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**LAWSON DUNES COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Responsible Officer

Date: 5-8-24

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2022 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2022 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

#146  
Absolute Eng

\$137,500

Const. Admin. mact 2024

\_\_\_\_\_

Consulting Engineer

Reinardo Malave, PE  
Dewberry Engineers Inc.

Date: 4/26/24

## EXHIBIT C

### FORMS OF REQUISITIONS

**LAWSON DUNES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2022  
(SERIES 2022 PROJECT)  
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Lawson Dunes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2022 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 147
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Kilinski Van Wyk PLLC
- (D) Amount Payable: \$2,359.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 9474 - Amenity Acquisition for April 2024
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the:  
  
*Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
  
the Costs of the Series 2022 Project.

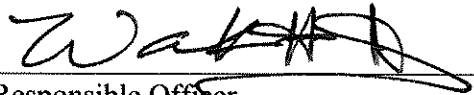
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**LAWSON DUNES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer  
Date: 6/5/24

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2022 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2022 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

# 147

Kilinski Van Wyk

\$ 2,359.00

Amend Acquisition April 2024

Rey Malave  
Consulting Engineer Reinardo Malave, PE  
Dewberry Engineers Inc.

Date: 6-3-24

## SECTION 4



April 19, 2024

Samantha Ham – Recording Secretary  
Lawson Dunes CDD  
219 E. Livingston Street  
Orlando, Florida 32801-1508



**RE: Lawson Dunes Community Development District Registered Voters**

Dear Ms. Ham,

In response to your request, there are currently **13** voters within the Lawson Dunes Community Development District. This number of registered voters in said District is as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Lori Edwards".

Lori Edwards  
Supervisor of Elections  
Polk County, Florida