

February 22, 2019

VIA E-MAIL ONLY (Bob.Koncar@inframark.com)

Heritage Oak Park Community Development District
c/o Inframark, LLC
Attn: Robert Koncar, District Manager
5911 Country Lakes Drive
Fort Myers, Florida 33905

**Re: Heritage Oak Park Community Development District
Proposal for District Counsel General Legal Representation**

Board of Supervisors:

Thank you for this opportunity to provide you with our proposal for the provision of legal services to Heritage Oak Park Community Development District. The purpose of this letter is to set forth our proposal for legal representation as District Counsel for Heritage Oak Park Community Development District and provide you with some background information on my law firm and its qualifications for the role as District Counsel.

Coleman, Yovanovich & Koester, P.A. ("CYK") is a Southwest Florida based law firm that is currently made up of eighteen (18) attorneys working in the areas of real estate, finance, zoning and land use, development of planned communities, construction, business, civil litigation, and local government law. Our firm has a wide range of capabilities and a wealth of experience that enables us to provide clients with the best possible representation. CYK was originally founded in 1996 and has its roots in Southwest Florida. A profile of our firm is available on our website at www.cyklawfirm.com.

For purposes of representing Heritage Oak Park Community Development District, I would be the primary provider of services to the District on behalf of CYK. I have been practicing law in Southwest Florida since 1998 and associated with CYK since 2002. I am a Vice President of the firm and one of the law firm's seven (7) shareholders. I graduated from Washington and Lee School of Law in Lexington, Virginia in 1998 before beginning my practice in Southwest Florida.

I am well acquainted with Chapter 189, Florida Statutes (Uniform Special District Accountability Act); Chapter 190, Florida Statutes (the Uniform Community Development District Act); and the operation of community development districts within the State of Florida. I have represented community development districts for approximately seventeen (17) years and have encountered a myriad of legal issues during that time. Many issues often faced by districts are routine, but some are very complex. Currently, I provide legal representation to numerous community development districts in Southwest Florida. Many of these districts are situated similarly to Heritage Oak Park in terms of resident control, geographical location and issues faced.

Representation of community development districts generally includes services such as the following: (i) attendance at meetings of the Board of Supervisors of each district; (ii) preparation and review of contracts; (iii) representation of districts in administrative hearings and before the applicable county

commission; (iv) coordination with district management and supervisors on legal issues; (v) consultation with supervisors on the Government in the Sunshine Law, Public Records Law and ethical issues; and (vi) monitoring compliance by each district with applicable laws and consulting on applicable notice requirements. There are times when districts are also faced by non-routine events such as litigation, administrative hearings, ethics inquiries, requests or petitions to the Board of County Commissioners, bond issuances or refinancing of bonds. CYK can assist the district on all such matters.

In addition to providing direct legal services to community development districts, I have also been involved with other community development districts on behalf of developers and other clients. These dealings with other districts have broadened my knowledge of Chapter 190, Florida Statutes and provided an even greater breadth of experience with community development district operations throughout Southwest Florida and the rest of the State. Along with my extensive work with community development districts, I have also had a great deal of experience throughout my career of providing general legal services to various other governmental and quasi-governmental entities. For example, my law firm served as legal counsel to the City of Marco Island from 2002 through mid-2007. Prior to that, I also assisted in providing general legal services to the City of Naples and the District School Board of Collier County.

Our fees for general legal services to be provided to the District will be based upon the amount of time expended by our attorneys and paralegals. The hourly rate to be charged for Greg Urbancic's general legal services to the District would be \$350.00 per hour. The hourly rates for other attorneys in our firm that may work on this matter range from \$150.00 to \$425.00 per hour. Hourly charges for paralegal services are presently \$125.00 per hour. These rates may be modified over time. Our statement reflects the rates in effect at the time invoiced services were performed. It is our practice to charge clients the regularly hourly rate for time for traveling in connection with business for our clients.

Costs or disbursements we advance on the District's behalf will be charged to the District. Such costs will include copying charges, authorized travel expenses, courier service, expedited mail, filing fees, court costs, recording fees and other out-of-pocket expenses that we reasonably incur in connection with our representation of the District. We will render statements to the District monthly covering services rendered and disbursements incurred during the preceding month. We expect payment of each statement upon its rendition and in no event later than thirty days.

The District may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and approving written instructions of the disposition of the papers and property which are in our possession. Upon such termination, the District's papers and property will be returned to the District promptly upon our receipt of payment of outstanding statements for services and disbursements in our final bill. Our files pertaining to the matter will be retained. Termination of services will not affect the District's responsibility to pay for legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct, which describe several types of conduct or circumstances which require or allow us to withdraw from representing a client. Nonpayment of fees or disbursements, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client are examples of several such circumstances or conduct. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately give the District written notice of our withdrawal.

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The scope of the work described herein does not include work with regard to any proposed issuance of bonds by the District (including any applicable Circuit Court validation, preparing and issuing an issuer's counsel opinion letter, or reviewing engineer's reports and assessment methodologies relating to any bond issue). Should the District pursue such an issuance of bonds in the future, our firm would be willing to provide these services to the District in a manner to be agreed upon at a later date.

To evidence the District's consent to this arrangement, please sign the bottom portion of this letter where indicated and return a copy to us. We appreciate the opportunity to represent the District in this matter and look forward to working with the District. Our representation of the District will commence upon receipt of the executed retention letter.

Please contact us if you have any questions regarding this proposal.

Sincerely,



Gregory L. Urbancic
For the Firm

THE DISTRICT AGREES TO THE ABOVE TERMS.

Brian Bitgood, Chairman,
Heritage Oak Park Community Development District

Date

EXHIBIT "A"
Disclosure Statement Required by Section 119.0701(2), Florida Statutes

Public Records. Coleman, Yovanovich & Koester, P.A. ("Contractor") understands and agrees that all documents of any kind provided to the District in connection with this engagement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Sandra DeMarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the engagement and following the engagement if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of engagement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, SANDRA.DEMARCO@INFRAMARK.COM, OR 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.