



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICTS 1-6**

**PORT ST. LUCIE
REGULAR BOARD MEETING
JUNE 1, 2022
10:30 A.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025011>
Meeting ID: 334 102 5011
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
June 1st, 2022
10:30 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Additions or Deletions
- E.** Comments from the Public Not on the Agenda
- F.** Consent Items
 - 1. Approval of April 6, 2022 Regular Board Meeting Minutes.....Page 2
 - 2. Approval of WA #19-144-182; Belterra Phase 1 Plat 2.....Page 6
 - 3. Approval of WA #19-144-183; Plat No.39.....Page 8
 - 4. Approval of WA #19-144-184; Plat No. 40 Replat.....Page 10
 - 5. Approval of WA #19-144-185; AHS Residential – Irrigation.....Page 12
- G.** Old Business
- H.** New Business
 - 1. Consider Ratifying and Approving the CPM Services Contract, Second Addendum, by CDD No. 1.....Page 14
 - 2. Consider Memorandum No. 22-03; Board Member Elections 2022 - Notice of Qualifying Period; Election of Board Supervisors for District No. 6.....Page 61
 - 3. Consider Approval of 2021 Bond Requisition (No. 15); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure).....Page 70
 - 4. Consider Rarifying and Approving the Partial Abandonment and Termination of Water Management Easement; by CDD No. 5.....Page 77
 - 5. Vacant Board Seats - District No.'s: 1 & 2 / Seat No. 4
 - 6. Appointment to Vacant Board Seats - District No.'s: 1 & 2 / Seat No. 4
- I.** Administrative Matters
 - 1. Manager's Report
 - 2. Attorney's Report
 - 3. Engineer's Report
 - 4. Financial Report.....Page 82

5. Founder's Report

J. Board Member Comments

K. Adjourn

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

REVISED FISCAL YEAR 2021/2022

REGULAR BOARD MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-6 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

March 2, 2022

April 6, 2022

May 4, 2022

June 1, 2022

July 6, 2022

August 3, 2022

September 7, 2022

An Irrigation System Rate Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the District Manager’s office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

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

Meetings may be cancelled from time to time without advertised notice.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 02/21/22

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

Join Zoom Meeting: <https://us02web.zoom.us/j/3341025011>

Meeting ID: 334 102 5011

REGULAR BOARD MEETING

April 6, 2022

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-6 of April 6th, 2022, was called to order at 10:34 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on February 21st, 2022, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

CDD #'s 1-6		
Chairman	Frank Covelli: #1,2,3,4,5,6	Present
Vice Chair	Anissa Cruz: #1,2,3,4,5,6	Present
Supervisor	Steven Dassa: #1,2,3,5	Present
Supervisor	Tyler Gaffney: #1,2	Present
Supervisor	David Graham: #3,4,5,6	Present via Zoom
Supervisor	Stephen Okiye #4,6	Present via Zoom
Supervisor	Wes McCurry: #3,4,5,6	Present
Supervisor	James Fitzgerald: #1,4	Absent

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell Law

Also present via Zoom were: District Manager - Andrew Karmeris with Special District Services, Inc; District Engineer - Kelly Cranford with Culpepper and Terpening; and Tony Palumbo with Mattamy Homes (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

Staff requested the addition of (1) item under "New Business":

1 – (New Business/H-6): WA #19-144-182; Cheney Brothers

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Adopt the Agenda as amended.

*Mr. Tyler Gaffney took the Oath of Office for District No.'s 1 & 2/ Seat No. 1, before the meeting continued.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. CONSENT ITEMS

1. February 9, 2022, Regular Board Meeting Minutes

Minutes of the February 9, 202, Regular Board Meeting.

2. WA #19-144-103; Control Structure CS-08

WA #19-144-103; Authorize the Chairman to sign the SFWMD Form 0970 transferring the operation and maintenance of Structure CS-08 to the CDD.

3. WA #19-144-123; Duda Canal Expansion

WA #19-144-123; Authorize the Chairman to sign the SFWMD Form 0970 once the remainder of the required documentation (Bill of Sale, Lien Release, Warranty) have been received by the CDD.

4. WA #19-144-178; Becker Road West Extension

WA #19-144-178; Approve proposed project connecting to the Southern Grove Master Stormwater System.

Approve payment of the Work Authorization Application Review and Initial Inspection fee in the amount of \$1,669.00 from the Southern Grove 2021 Bond Funds.

5. WA #19-144-179; Capstone at Tradition – Irrigation

WA #19-144-179; Approve proposed project connecting to the Tradition Irrigation System under the following conditions:

1-Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

6. WA #19-144-180; Tradition Commerce Park;

WA #19-144-180; Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions;

1-Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

7. WA #19-144-181; Plat No. 41 (Lot 4+ 5.29 acres)

WA #19-144-181; Approve proposed replat.

A **Motion** was made by CDD No.1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Approve all item(s) under Consent.

G. OLD BUSINESS

There were no matters of old business to come before the Board.

H. NEW BUSINESS

1. Ratify and Approve Service Contract for Becker Road Drainage Improvements; ITB #2022-02 - District No. 1

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Ratify and Approve the Service Contract for Becker Road Drainage Improvements – ITB #2022-02 for Felix Associates of Florida.

2. Ratify and Approve 2021 Bond Requisition (No. 12); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure

A **Motion** was made by CDD No. 5 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Ratify and Approve Bond Requisition No. 12 for Guettler Brothers Construction, LLC.

3. Memorandum No. 22-02; Board Member Elections 2022 - Notice of Qualifying Period; Election of Board Supervisors for District No.'s 4 and 5

Mr. Harrell reviewed Memorandum No. 22-02 and answered questions.

A **Motion** was made by CDD Nos. 4 and 5 Mr. Covelli, seconded by Mr. Dassa passed unanimously to authorize publication of notice of qualifying period for Board Member Elections 2022.

4. FPL Easement – Legacy Park

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa passed unanimously to consider WO #10816624; FPL Easement at Legacy Park or ask for Board's permission to execute once the District Engineer and Attorney approve of form and content.

5. Notification of Landowners' Election – to be held on November 2, 2022

Mr. Sakuma advised all in attendance about the Landowners' Election to be held on November 2nd, 2022, at the Tradition Town Hall for Southern Grove CDD Nos. 1-6.

6. WA #19-144-182; Cheney Brothers

WA #19-144-182; Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions.

1-Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa passed unanimously to Approve WA #19-144-182.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report at this time.

2. Attorney's Report

Mr. Harrell had no further report.

3. Engineer's Report

Ms. Cranford had no additional items to note.

4. Financial Report

Mr. Karmeris offered to answer questions about the financials. There were no questions from Supervisors.

5. Founder's Report

No Founder's report was offered.

J. BOARD MEMBER COMMENTS

There were no Board comments.

K. ADJORNMENT

There being no further business to come before the Board, Mr. Covelli adjourned the meeting at 10:49a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date June 1, 2022**

Subject: **SG - Belterra Phase 1 Plat 2**
Work Authorization No. WA-19-144-182
C&T Project No. 19-144.SG2.001.0522.P

Background:

On May 2, 2022, the CDD Engineer received an application to replat several tracts within Belterra Phase 1, Plat 1. Three water management tracts are dedicated to the Southern Grove CDD for operation and maintenance.

Recommended Action:

Ratify the CDD chairman signing the mylar of the proposed plat.

Location: Southern Grove Community Development District CDD.02

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE



May 19, 2022



0 1,000 2,000
Feet

Belterra Phase 1 Plat 2
WA#: 19-144-182
Project #:19-144.SG2.001.0522.P

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-182
Project #:
19-144.SG2.001.0522.P
Scale: 1" = 2,000'
Date: 5/19/2022

EXHIBIT 1
BELTERRA PHASE 1
PLAT 2
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date June 1, 2022**

Subject: **SG - Plat No. 39**
 Work Authorization No. 19-144-183
 C&T Project No. 19-144.SG3.021.0422.P

Background:

On April 1, 2022, the CDD Engineer received an application to replace Tract A within Southern Grove Plat 35. Water management tracts and interconnecting drainage easements are proposed to be dedicated to the CDD.

Recommended Action:

Approve CDD Chair to sign plat mylar under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

May 19, 2022



0 750 1,500
Feet

SG - Plat No. 39
WA#: 19-144-183
Project #:19-144.SG3.021.0422.P

Legend

- Streets
- Subject Property
- Other Parcels

Work Authorization #:
19-144-183
Project #:
19-144.SG3.021.0422.P
Scale: 1" = 1,500'
Date: 5/19/2022

EXHIBIT 1 SG - PLAT NO. 39 SITE LOCATION MAP



**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date June 1, 2022**

Subject: **SG - Plat No. 40 Replat**
 Work Authorization No. WA 19-144-184
 C&T Project No. 19-144.SG6.012.0422.P

Background:

On April 18, 2022, the Southern Grove CDD Engineer received a Work Authorization application for replatting Parcel 1 within Southern Grove 40. None of the proposed infrastructure will be dedicated to or maintained by the CDD.

Recommended Action:

Approve proposed replat.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

May 19, 2022





0 750 1,500
Feet

Tradition
Medical
Center

SG - Plat No. 40 Replat
WA#: 19-144-184
Project #:19-144.SG6.012.0422.P

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-184
Project #:
19-144.SG6.012.0422.P
Scale: 1" = 1,500'
Date: 5/19/2022

EXHIBIT 1
SG - PLAT NO. 40
REPLAT
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date June 1, 2022**

Subject: **SG - AHS Residential - Irrigation**
 Work Authorization No. 19-144.185
 C&T Project No. 19-144.SG5.054.0422.I

Background:

On May 4, 2022, the CDD Engineer received application for Right of Way and Irrigation Work Authorizations. The applicant has installed an irrigation well within the CDD's water management tract for Lake 25D. The request is to allow the well to remain as the source of irrigation for AHS.

Recommended Action:

Approve proposed project connecting to the Tradition Irrigation System and operate an irrigation well within Southern Grove CDD's water management tract under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.05

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

May 19, 2022



0 500 1,000
Feet

AHS Residential - Irrigation
WA#: 19-144-185
Project #:19-144.SG5.054.0422.I

Legend

- Streets
- Subject Property
- Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-185
Project #:
19-144.SG5.054.0422.I
Scale: 1" = 1,000'
Date: 5/19/2022

EXHIBIT 1
AHS RESIDENTIAL -
IRRIGATION
SITE LOCATION MAP

SECOND ADDENDUM TO CONTRACT

THIS SECOND ADDENDUM TO CONTRACT (this "Second Addendum") is made and entered into this 1st day of May, 2022 by and between Tradition Commercial Association, Inc., a Florida not-for-profit corporation ("Tradition Commercial"), Tradition Community Development District No. 1, a special taxing district of St. Lucie County, Florida ("Tradition CDD 1"), the Southern Grove Community Development District No. 1, a special taxing district of St. Lucie County, Florida (the "Southern Grove CDD 1"), Mattamy Palm Beach LLC, a Delaware limited liability company, authorized to do business in Florida ("Mattamy"), and Tradition Community Association, Inc., a Florida not-for-profit corporation (the "Billing Entity") (all parties, collectively, the "Tradition Entities") and Complete Property Maintenance, Inc., a Florida corporation (the "Vendor").

RECITALS:

WHEREAS, the Tradition Entities and the Vendor entered into that certain Lawn and Landscape Maintenance Contract and that certain Addendum to Contract on October 11, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated as if fully set forth herein (collectively, the "Contract Documents"); and

WHEREAS, the "Parties" (as such term is hereinafter defined) desire to modify the scope of work for the landscaping services provided by the Vendor; and

WHEREAS, the Parties desire the terms of this Second Addendum to supplement, modify and control the Contract Documents; and

WHEREAS, the Parties desire the terms of this Second Addendum to supersede all terms to the contrary set forth in the Contract Documents, if any; and

WHEREAS, the Contract Documents and all exhibits thereto, this Second Addendum and all exhibits thereto shall collectively be referred to as the "Amended Contract Documents".

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tradition Entities and the Vendor agree as follows:

TERMS:

Preface. The foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein. The Vendor and the Tradition Entities may collectively be referred to as the "Parties" and individually as "Party" when the context so requires.

1. **Conflict.** Notwithstanding all terms in the Contract Documents, in the event of conflict, this Second Addendum shall supersede and control.

2. **Additional Services.** Commencing on the date that this Second Amendment is executed by the last Party to sign the Second Amendment, the scope of "Work" (as such term is defined in the Contract Documents) is hereby revised to include an additional 1.9 miles of roadway as identified on the maps attached hereto as Exhibit "B," and incorporated as if fully set forth herein, which shall be serviced by the Vendor in accordance with the terms and conditions of the Contract Documents (the "Additional Services"). The Additional Services shall include all areas of the roadway identified in Exhibit B beginning at the edge of the sidewalk furthest from the road and continuing across the road to the edge of the opposite sidewalk furthest from the road, and including, but not limited to, any and all medians.

3. **Payment for Additional Services.** The Parties hereby agree and acknowledge that the Additional Services constitute "Roadway Service" pursuant to the Bid Manual for Landscape Maintenance Services attached to the Contract Documents as Exhibit "B" (the "Bid Manual"). As such, the cost for the Additional Services shall be Thirteen Thousand Three Hundred Sixty Dollars and Eighty Cents (\$13,360.80) monthly and One Hundred Sixty Thousand Three Hundred Twenty-Nine Dollars and Sixty Cents (\$160,329.60) annually (the "Additional Services Cost"). The Tradition Entities shall be responsible for the Additional Services Cost in the same pro rata share as set out in the Contract Documents. The Billing Entity shall remit payment for the Additional Services Cost to the Vendor in the same manner set out in the Contract Documents for payment for the Work.

4. **All Other Terms of Contract Documents.** The Parties acknowledge and agree that all other terms and conditions of the Contract Documents not modified by this Second Addendum remain the same and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

BILLING ENTITY

**TRADITION COMMUNITY ASSOCIATION,
INC.**
a Florida not for profit corporation

By: [Signature]
Its: President
Print Name: Anthony Palumbo
Date: 5-11-22

TRADITION COMMERCIAL

**TRADITION COMMERCIAL ASSOCIATION,
INC.**
a Florida not for profit corporation

By: [Signature]
Its: President
Print Name: Anthony Palumbo
Date: 5-11-22

TRADITION CDD 1

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO.1**
a special taxing district of St. Lucie County,
Florida

By: [Signature]
Its: SECRETARY
Print Name: B. Frank Salame, Jr.
Date: 5/11/2022

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

Signed, Sealed and Delivered
in the presence of:

Alan Barnes
Print Name: Alan Barnes

SOUTHERN GROVE CDD 1

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**
a special taxing district of St. Lucie County,
Florida

By: [Signature]
Its: Secretary
Print Name: B. Frank Salinas, Jr.
Date: 5/11/2022

MATTAMY

MATTAMY PALM BEACH, LLC
a Delaware limited liability company

By: [Signature]
Its: Vice President
Print Name: Anthony Palumbo
Date: 5-11-22

VENDOR

COMPLETE PROPERTY MAINTENANCE, INC.
a Florida corporation

By: [Signature]
Its: President
Print Name: Shane Humble
Date: 5/6/22

EXHIBIT "A" TO SECOND ADDENDUM

CONTRACT DOCUMENTS

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT (this "Addendum") is made and entered into this 11 day of NOVEMBER, 2021 by and between Tradition Commercial Association, Inc., a Florida not-for-profit corporation ("Tradition Commercial"), Tradition Community Development District No. 1, a special taxing district of St. Lucie County, Florida ("Tradition CDD 1"), the Southern Grove Community Development District No. 1, a special taxing district of St. Lucie County, Florida (the "Southern Grove CDD 1"), Mattamy Palm Beach LLC, a Delaware limited liability company, authorized to do business in Florida ("Mattamy"), and Tradition Community Association, Inc., a Florida not-for-profit corporation (the "Billing Entity") (all parties, collectively, the "Tradition Entities") and Complete Property Maintenance, Inc., a Florida corporation (the "Vendor").

RECITALS:

WHEREAS, the Billing Entity is a Florida not-for-profit corporation established for the operation of the community known as "Tradition" subject to the Amended and Restated Community Charter for Tradition, recorded in the Official Records of St. Lucie County, Florida, in Official Records Book 4240, Page 2638, as amended from time to time (the "Community Charter") governing the Tradition residential community; and

WHEREAS, Tradition Commercial is a Florida not-for-profit corporation established for the operation established for the operation of the property subject to that certain Amended and Restated Commercial Charter for Tradition, recorded in the Official Records of St. Lucie County, Florida, in Official Records Book 4512, Page 1357, as amended and supplemented from time to time (the "Commercial Charter"); and

WHEREAS, each of the Tradition Entities has landscape maintenance responsibilities for the property owned by such Tradition Entities; and

WHEREAS, for economy of scale and more advantageous pricing, the Tradition Entities and the Vendor intend to enter into a contract (the "Contract") whereby the Vendor agrees to provide landscaping maintenance services (the "Work") as further described and set out in the Bid Manual for Landscape Maintenance Services attached hereto as Exhibit "B" and incorporated as if fully set forth herein (the "Manual") to the real property owned by the Tradition Entities and identified in the Manual (the "Property"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated as if fully set forth herein and as modified by this Addendum; and

WHEREAS, for purposes of convenience, the Billing Entity shall act as the billing conduit/pass through entity for all Tradition Entities, subject to the terms and conditions of this Addendum; and

WHEREAS, the "Parties" (as such term is hereinafter defined) desire the terms of this Addendum to supplement, modify and control the Contract; and

WHEREAS, the Parties desire the terms of this Addendum to supersede all terms to the contrary set forth in the Contract, if any; and

WHEREAS, the Contract and all exhibits thereto, this Addendum and all exhibits thereto shall collectively be referred to as the "Contract Documents".

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tradition Entities and the Vendor agree as follows:

TERMS:

Preface. The foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein. The Vendor and the Tradition Entities may collectively be referred to as the "Parties" and individually as "Party" when the context so requires.

1. **Conflict.** Notwithstanding all terms in the Contract, in the event of conflict, this Addendum shall supersede and control.

2. **The Billing Entity.** For the purposes of convenience, Tradition Community Association, Inc. shall act as the Billing Entity. Each Tradition Entity shall reimburse the Billing Entity for its share of the cost of the Work, as set out in the chart attached hereto as Exhibit "C" and incorporated as if fully set forth herein (the "Chart"). The pro rata share provided in the Chart may be adjusted at the request of any Tradition Entity. In the event a change to the Chart is so requested, the Billing Entity shall send a new copy reflecting the change to all Tradition Entities at the addresses provided for notice in this Addendum.

3. **Payment to the Billing Entity.** Payment to the Billing Entity shall be due from the other Tradition Entities not less than thirty (30) calendar days before payment is due to the Vendor for the Work. A true-up of the total amount paid to the Vendor by the Billing Entity shall be performed at least annually at a time determined by the Billing Entity or upon the request of a Tradition Entity. As the Billing Entity, Tradition Community Association, Inc. shall have no obligation to advance payment on behalf of any other Tradition Entity. In the event a Tradition Entity fails to remit payment to the Billing Entity in accordance with this Section 3, the Billing Entity has the right, but not the obligation, to advance the money for the Tradition Entity failing to pay. So long as the Tradition Entity benefitting from such advance reimburses the Billing Entity for same within fifteen (15) calendar days of receipt of notice of same, no breach of the Contract Documents shall occur. In the event the Billing Entity advances payment for another Tradition Entity failing to pay in accordance with this Section 3, the Billing Entity shall be entitled to charge such Tradition Entity interest at the highest rate permitted by law. Notwithstanding any other provision of this Addendum, all amounts due from Tradition CDD 1 and Southern Grove CDD 1 shall be payable as provided in the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4. **Indemnification by Tradition Entities.** There shall be no intent construed against the Tradition Entities that they intend to share, contribute and/or pay for any claim for damages against one or more of the other Tradition Entities. However, in the event demand is made against one or more Tradition Entities for an accident or other injury that occurs on property not owned by such Tradition Entity(ies), then the Tradition Entity owner of such real property where the injury occurred (the "Property Owner") is responsible to indemnify the other Tradition Entities, their members, directors, officers, employees, and agents, subject to the greater of the maximum insurance policy maintained by the Property Owner or the fullest extent permitted by section 768.28, Florida Statutes, if such provision is applicable. In the event the Property Owner fails to indemnify another Tradition Entity(ies), its members, directors, officers, employees, and agents pursuant to this Section 4, the Property Owner shall fully indemnify the Tradition Entity(ies) its members, directors, officers, employees, and agents for its attorneys' fees, costs, and expenses (including appeals, if any, as well as attorneys' fees, costs, and expenses incurred in determining or quantifying the amount of recoverable attorneys' fees and costs) in enforcing the terms of the Contract Documents arising out of the Property Owner's challenge to the enforceability of the Tradition Entity(ies)'s right to be indemnified as set out in this Section 4. This Section 4 shall survive the natural expiration or earlier termination of the Contract Documents. Notwithstanding any other provision of this Addendum, indemnification by Tradition CDD 1 and Southern Grove CDD 1 shall extend only to the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, and then only for the negligent or wrongful acts or omissions of any officer or employee acting within the scope of the officer's or employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Except as specifically provided in this Addendum, Tradition CDD 1 and Southern Grove CDD 1 do not waive any defense of sovereign immunity.

5. **Tradition Entity Insurance.** Each Tradition Entity shall minimally maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida such general liability insurance as to insure the real property to be maintained in accordance with the Contract Documents in an amount not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence and Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate. The failure of any Tradition Entity to maintain the above-described insurance may, at the option of any other Tradition Entity, be deemed a material breach of the Contract Documents. This Section 5 shall survive the natural expiration or earlier termination of the Contract Documents.

6. **Licenses and Other Representations.** The Vendor hereby represents that it is a Florida corporation, in good standing in and has all required licenses to perform the Work in this state. The Vendor shall have and shall provide to the Billing Entity, prior to the commencement of the Work, copies of all licenses required by applicable law for the Work, and the Work shall be performed by individuals duly authorized by law to perform said work and skilled in the trades and application of the materials involved. In performing its obligations under the Contract Documents, the Vendor shall be deemed an "independent contractor" and not an agent or employee of any of the Tradition Entities

and nothing in this Addendum shall be construed as creating a partnership, joint venture, or other relationship between or among the Tradition Entities and the Vendor or any of them. The Vendor shall be responsible for the acts and omissions of all its employees and all other persons performing any of the Work under a contract with the Vendor. The Vendor further represents that it (a) has read, examined and understands the Contract Documents; (b) is well qualified and able to perform the Work; (c) has a sufficient number of qualified persons to assure timely performance of the Work; (d) has the proper tools and equipment to perform the Work; and (e) is financially capable of performing the Contract Documents.

7. **Fees, Taxes, and Licenses.** The Vendor shall pay for all fees, taxes, licenses, and inspections as may be applicable and which are necessary for proper execution and completion of the Work, the cost of which is included in the fixed monthly fee and shall not be a separate charge incurred by the Tradition Entities. The Vendor shall comply with and give notices as required by applicable federal, state, county, local, and municipal laws, ordinances, rules, regulations, and lawful orders of the appropriate federal, state, local and municipal governmental authorities bearing on the performance of the Work. The Vendor shall also provide all notices so as to comply with all requirements of federal, state, county, local and municipal building codes and all local and municipal sanitary laws and rules and regulations, specifically including, without limitation, all local, state, and federal OSHA and EPA safety and environmental regulations, and all orders both present and future, and interpretations of such ordinances, including but not limited to noise ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules, and regulations are set forth in the Contract Documents.

8. **Site Conditions.** The Vendor warrants and represents to the Tradition Entities that it has visited the site of the Work, examined the actual job conditions and that the Vendor is familiar with local conditions and all things required that will have a bearing on performance of the Work and on the Vendor's costs, including but not limited to delivery, disposal, handling, and storage of the materials, access and restrictions to the Property, the conditions of the work area, and the character of the Work. The Vendor shall be responsible to perform any additional inspections and conduct any necessary tests as may be required to determine the suitability of the site conditions. The Vendor hereby assumes the risk of performing all Work necessary to accomplish the scope of work as set out in the Contract Documents, even if it requires the Vendor to perform additional unforeseen work. The failure on the part of the Vendor to completely or properly evaluate any factors of costs prior to signing the Contract Documents shall not form a basis for additional compensation. Execution of the Contract Documents shall be conclusive evidence that the Vendor has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

9. **Standard of Work.** The Vendor, using its best skill and attention, shall provide all materials, supervision, labor, tools, and equipment, necessary to complete the Work in a workman like manner and in strict accordance with the Contract Documents, and perform

all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by all applicable laws, ordinances, rules, and regulations of any governing authority and all manufacturers' specifications. The Vendor shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents. The Vendor acknowledges that the Tradition Entities do not have the knowledge to determine compliance with the foregoing items and are relying on the Vendor's knowledge and expertise of same. The Vendor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. The Vendor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations set forth herein, the cost of replacing any work with work conforming to the applicable requirements, and any attorneys' fees, expenses and costs incurred by the Tradition Entities in responding to any complaints, citations, court orders, administrative orders, or similar governmental edicts or process, including appeals, if any. The provisions of this Section 5 shall survive the natural expiration or earlier termination of the Contract Documents.

10. **Materials and Equipment.** The Vendor shall provide and pay for all licenses, labor, materials, equipment, tools, construction, equipment, machinery, transportation, other facilities and services necessary for the proper execution and completion of the Work. The Vendor shall be responsible to fully insure all materials and equipment used in performance of the Work. The Vendor shall comply with manufacturer(s) recommendations as to environmental conditions under which materials can be applied. It shall be the sole responsibility of the Vendor to secure, safeguard and protect all materials and equipment from damage and theft. In no event shall the Tradition Entities be liable or responsible for any damages to such materials or equipment, including, but not limited to, any damages arising from theft or vandalism of such materials or equipment. The Vendor warrants to the Tradition Entities that all materials used in the Work will be of first and highest grade and quality, free from faults and defects. The Vendor shall provide the Tradition Entities all material warranties, if any, prior to application of same. The Tradition Entities reserve the right to inspect and reject materials proposed for use. The Vendor shall not substitute any materials from those specified by the Tradition Entities without the prior written consent of the Tradition Entities.

11. **Hazardous Materials.** The Vendor shall not permit or allow the disposal of any hazardous chemicals or materials upon the Property. The use of any hazardous materials shall be in strict accordance with the manufacturer and governmental recommendations as supplemented by reasonable prudence.

12. **Broom Swept Condition.** The Vendor shall cause no waste to the Tradition Entities, the Property, or adjoining properties in the performance of the Contract Documents, and at all times shall keep the Property and adjoining properties free from accumulation of waste materials or rubbish caused by its operations and shall leave the Property in broom swept condition at the end of each work day. Without limiting the generality of the foregoing, when fertilizing, the Vendor shall ensure that fertilizer is not

left on any driveway, tile, concrete, asphalt surface, etc. The Vendor agrees to immediately repair at its sole cost and expense all damages to the work site, including any damages to real or personal property of the Tradition Entities, their residents and guests, arising from or relating to Vendor's performance of the Work to the reasonable satisfaction of the Tradition Entities, their residents and guests, as may be applicable.

13. **Protection of Persons and Property.** The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, (a) all employees on the Work and other persons who may be affected thereby; (b) all the Work and all materials and equipment to be incorporated therein; and (c) other property at the work site or adjacent thereto. The Vendor, its suppliers, materialmen, and their employees shall not be permitted inside the Tradition Entities' buildings unless necessary to complete the Work pursuant to the Contract Documents or as may be otherwise permitted by the Tradition Entities and shall be prohibited from using any of the Tradition Entities' facilities such as restrooms, swimming pool, etc., and shall be confined to those immediate areas necessary to accomplish the Work. The Vendor shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, or by anyone for whose acts the Vendor may be liable, shall be remedied by the Vendor at its sole cost and expense.

14. **Manufacturer's Warranties.** The Vendor shall be fully responsible for meeting the requirements of any and all manufacturers' warranties available to the Tradition Entities. Notwithstanding anything set forth in the manufacturers' warranties to the contrary, those items specifically covered by the manufacturers' warranties and any disclaimers and limitations on liability shall in no way be deemed to limit the Vendor's warranty and liability herein and are in addition to and not in lieu of any other warranties, express or implied, which may be provided by law. The Vendor shall ensure that the Tradition Entities receive all available warranties from any and all manufacturers, laborers, suppliers, or materialmen used in connection with the Work.

15. **Subcontracts.** The Vendor may NOT subcontract any portion of the Work contemplated under the Contract Documents.

16. **Changes to the Scope of Work.** Any changes to the scope of the Work, including but not limited to additions, modifications, or deletions, shall only be accomplished by written Change Order signed by the Vendor and the Billing Entity with the joinder of such other Tradition Entity affected by the change in the scope of the Work. Unless otherwise agreed to in writing by the Billing Entity, the Change Order shall specify the changes in the scope of the Work and indicate a fixed amount in the adjustment of the compensation to the Vendor, if any, application of unit prices, if applicable, and the period of time by which the Vendor is to perform its obligations, inclusive of the Work as set out in the

Contract Documents, if any. From time to time, one or more Tradition Entities may seek additional services from the Vendor. To the extent such additional services affect only the Tradition Entity making such request, the Vendor may charge a to-be-agreed-upon additional fee which must be in writing and signed by the Vendor, the Tradition Entity making the request, and the Billing Entity, which shall be in addition to the charges as set out on Exhibit "C" to this Agreement. No Tradition Entity shall be responsible for any additional charges without a written Change Order.

17. **Correction of Defective Work.** Within ten (10) days of written notice from any Tradition Entity, the Vendor shall promptly correct any defective services and/or defective Work set forth in said notice, as determined in the sole discretion of such Tradition Entity. The Billing Entity shall have the right to withhold any payment up to the amount it takes to correct the defective services and/or Work until defective services and/or Work is corrected by the Vendor. The withholding of payment by the Billing Entity pursuant to this Section 17 shall not be deemed a breach of the Contract Documents.

18. **Time.** Time shall be of the essence for each and every provision of the Contract Documents. If the Vendor is delayed at any time in the progress of the Work by changes ordered in the Work, by weather, labor disputes, fire, unusual delay in transportation, unavoidable casualties or other causes beyond the Vendor's control, then the time for completion shall be extended by written Change Order for such reasonable time as the Tradition Entities may determine. The providing of notice shall not of itself establish the validity of the cause of delay or of the extension of time for completion. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event the Vendor is delayed in the progress of the Work, for any reason whatsoever, and is granted an extension of time in which to perform the Work, in no instance will the Vendor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by the Vendor.

19. **Indemnity.** The Vendor shall indemnify, defend and hold harmless the Tradition Entities, their members, directors, officers, employees and agents, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and expenses (including appeals, if any), arising out of or resulting from the performance of the Work by the Vendor, its agents and employees, suppliers, and materialmen. In the event the Vendor fails to indemnify the Tradition Entities, their members, directors, officers, employees and agents, pursuant to this Section 19, the Vendor, then shall fully indemnify the Tradition Entities, their members, directors, officers, employees and agents, for its attorneys' fees, costs and expenses in enforcing the terms of the Contract Documents (including appeals, if any) arising out of the Vendor's challenge to the enforceability of their right to be indemnified as set out in this Section 19. The indemnification obligation pursuant to this Section 19 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor under any general liability insurance coverage, worker's compensation acts, disability benefit acts or other employee benefit acts. This Section 19 shall survive the natural expiration or earlier termination of the Contract Documents.

20. **Vendor Insurance.** The Vendor shall maintain with an insurance company or companies lawfully authorized to do business in the State of Florida such general liability insurance as will protect the Vendor and the Tradition Entities from claims that may arise out of or result from the Vendor's operations under the Contract Documents, whether such operations be by the Vendor, materialmen or suppliers, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance shall be evidenced by a certificate of insurance naming each Tradition Entity as an "additional insured" under the policy. As a condition precedent to the entitlement to payment, the Vendor must maintain the above-described insurance coverage and must provide the Tradition Entities with a copy of all such policies prior to the commencement of the Work. The above-described insurance coverage shall not be cancelled by the Vendor without thirty (30) days' prior written notice to the Tradition Entities. The Vendor's failure to maintain the above-described Insurance may, at the option of the Tradition Entities, be deemed a material breach of the Contract Documents. In addition to the foregoing, in the event the Vendor allows such insurance coverage to lapse, the Vendor shall provide the Tradition Entities with thirty (30) days' prior written notice informing the Association of the Vendor's intent to allow the insurance coverage to lapse. In the event the Vendor fails to pay the insurance premiums, the Billing Entity, at its sole option, may pay such premiums and deduct such amount from the Contract Price. This Section 20 shall survive the natural expiration or earlier termination of the Contract Documents.

21. **Termination.** Notwithstanding any term or provision to the contrary in the Contract Documents, the Parties may terminate the Contract Documents as follows:

21.1 **By the Vendor.** If the Billing Entity fails to issue payment lawfully and properly due to the Vendor for a period of sixty (60) days through no fault of the Vendor, the Vendor may, after fifteen (15) days written notice to the Billing Entity, terminate the Contract Documents and recover from the Billing Entity payment for actual services provided. Such amount shall be the Vendor's sole remedy under the Contract Documents. All warranties shall become operative from the date that the termination becomes effective as to the Work completed upon termination.

21.2 **By the Billing Entity for Cause.** In the event of a for cause termination by the Billing Entity, the Vendor shall not be entitled to receive further payment under the Contract Documents except for the Work completed until such termination. Upon written notice to the Vendor, the Billing Entity may immediately terminate the Contract Documents for cause, including but not limited to, the following:

- (a) The Vendor's refusal or failure after written request by the Billing Entity to provide sufficient properly skilled workers, proper materials or proper supplies;
- (b) The Vendor's failure to, make payment to materialmen, or suppliers in accordance with the Vendor's agreements with such entities or individuals;

- (c) The Vendor's repeated disregard of applicable federal, state, county or local laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;
- (d) The Vendor's breach of any provision of the Contract Documents;
- (e) The Vendor's failure to correct defective services and/or defective Work in accordance with Section 17 of this Addendum;
- (f) The Vendor makes a general assignment for the benefit of its creditors; or
- (g) In the event a receiver is appointed on account of the Vendor's insolvency.

If the costs of completing and/or correcting the Work, or any portion thereof, exceed the unpaid balance, the Vendor promptly shall pay the difference to the Billing Entity. This provision shall in no way limit Tradition Entities' right to claims for any and all additional damages. This obligation for payment shall survive termination of the Contract Documents. All warranties shall become operative from the date that the termination becomes effective as to the Work performed prior to termination.

21.3 By the Billing Entity Without Cause. The Billing Entity may also terminate the Contract Documents for the Billing Entity's convenience and without cause upon thirty (30) days' written notice to the Vendor. Notwithstanding any term or provision to the contrary in the Contract Documents, if the Vendor is terminated for convenience, the Vendor shall be entitled to payment from the Billing Entity for actual expenditures for all labor, materials, and equipment for the Work completed until such termination only. The Vendor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits, overhead, consequential damages, and incidental damages. Termination of the Contract Documents by the Billing Entity pursuant to this Section 21.3 shall be in addition to all other lawful remedies available to the Billing Entity. All warranties shall become operative from the date that the termination becomes effective as to the Work completed upon termination through the last day of performance of the Work.

21.4 By a Tradition Entity Without Cause. Any Tradition Entity may also terminate its participation in the Contract Documents by providing sixty (60) days written notice to all Tradition Entities and the Vendor at the addresses provided herein for notice. In the event any Tradition Entity terminates its part in the Contract Documents, the Vendor shall prepare a revised scope of work which shall identify the portions of the Property which will no longer be maintained by the Vendor, and shall provide the adjusted cost for the Work as a result of same. The Chart attached hereto as Exhibit "C" shall be modified to remove the Tradition Entity who has terminated its part in the Contract Documents and the pro rata share of each remaining Tradition Entity shall be adjusted to reflect same.

22. Notice. Any notices to be given in the event of breach of the Contract Documents or with respect to its terms shall be in writing and shall be deemed to have been given

upon receipt if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Contractor:

Complete Property Maintenance, Inc.
c/o Shane Humble
4101 Vinkemulder Road
Coconut Creek, FL 33073

If to the Billing Entity:

Tradition Community Association, Inc.
Board of Directors
c/o Allen Barnes, LCAM
10807 SW Tradition Square
Port St. Lucie, FL 34987

If to Tradition Commercial:

Tradition Commercial Association, Inc.
Board of Directors
c/o Allen Barnes, LCAM
10807 SW Tradition Square
Port St. Lucie, FL 34987

If to Tradition CDD 1:

If to Southern Grove CDD 1:

If to Mattamy:

Mattamy Palm Beach, LLC
c/o _____
2500 Quantum Lakes Boulevard, #215



Boynton Beach, FL 33426

With a copy to:

Jeffrey Rembaum, Esq.
Kaye Bender Rembaum, P.L.
9121 North Military Trail, Suite 200
Palm Beach Gardens, FL 33410

23. **Verification of Employment Status.** The Vendor shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons the Vendor employs in performing its obligations under the Contract Documents. In furtherance of this requirement, the Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of the Contract Documents.

24. **Public Records.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, and made or received by the Vendor in performing its obligations under the Contract Documents. The Vendor acknowledges that the designated public records custodian for Tradition CDD 1 and Southern Gove CDD 1 is Special District Services, Inc.

PUBLIC RECORDS NOTICE: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM OR THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR TRADITION CDD1 AND SOUTHERN GROVE CDD 1, SPECIAL DISTRICT SERVICES, INC., AT 772-345-6119, 10807 SW TRADITION SQUARE, PORT ST. LUCIE, FLORIDA 34987.

25. **Miscellaneous Terms.** (a) The prevailing Party in any action arising under the Contract Documents shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including appeals (if any); (b) The Contract Documents shall be governed by, construed, and enforced in accordance with the laws of the State of Florida; (c) All legal proceedings arising under the Contract Documents shall be conducted in the courts situated in St. Lucie County, Florida, which courts shall have exclusive venue and jurisdiction; (d) If any provision of the Contract Documents is held invalid or illegal, such provision shall be null and void, and the remainder of the Contract Documents shall not be affected by such invalidity or illegality provided that the essential purposes of the Contract Documents are capable of being fulfilled in the absence of such invalid provisions; (e) Waiver of one or more terms or conditions of the Contract Documents by either Party shall not be deemed a modification or waiver of any other provisions of the Contract Documents, and the failure or delay of either Party at any time to require performance by the other Party of any provision of the Contract Documents shall not

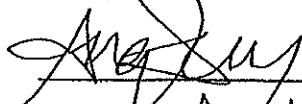
affect the right of such Party to require performance of that or any other provision hereunder; (f) Any remedy of any Party as may be set out in the Contract Documents shall be in addition to all other lawful remedies; (g) The Contract Documents may only be altered or amended by an instrument in writing properly executed by the Parties; (h) The Contract Documents constitute the sole understanding and working arrangement between the Parties hereto and embody the entire agreement of the Parties hereto, and no representation, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied herein shall be of any force and effect; (i) The Parties acknowledge that each of them has reviewed the Contract Documents and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Contract Documents; (j) Facsimile and other electronic signatures on counterparts of the Contract Documents are hereby authorized and shall be acknowledged as if such signatures were an original execution; (k) The Contract Documents may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (l) Headings are for reference only and shall not be used to interpret the Contract Documents; (m) No part of the Contract Documents shall be void due to an incorrect reference to an Official Record Book number or Page number; rather, the Contract Documents shall be interpreted as if the correct Official Record Book number and Page number were provided; (n) If a document is referenced in the Contract Documents for which an Official Record Book number and Page number exist, but were not provided for herein, the Contract Documents shall be interpreted as if the Official Record Book number and Page number were set forth herein; (o) Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all words herein in the feminine gender shall be deemed to include the masculine or neuter gender, and all words herein in the neuter gender shall be deemed to include the masculine or feminine gender; (p) All singular words shall include the plural, and all plural words shall include the singular; (q) The Contract Documents shall be binding upon, and shall inure the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators, and legal representatives; (r) The "Effective Date" of the Contract Documents shall be the date that this Addendum is executed by the last Party to sign this Addendum; (s) Notices to be given in the event of breach of the Contract Documents or pursuant to its terms shall be in writing and shall be deemed to have been given if delivered by hand, mailed, or sent by overnight courier and addressed to the respective Party at the mailing address for such Party provided by the Party's corporate records with the Florida Department of State, Division of Corporations; (t) The term "shall" as used herein means "must" and "mandatory" and in no event can a permissive meaning be ascribed to such term; (u) All of the exhibits attached to this Addendum are incorporated herein, and made a part of, this Addendum; and (v) The Contract Documents may only be assigned upon the written consent of the Parties.

[SIGNATURE PAGES FOLLOW]

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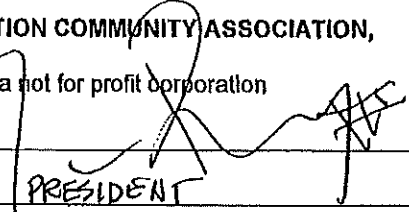
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

Signed, Sealed and Delivered
in the presence of:


Print Name: Angela Shepherd

BILLING ENTITY

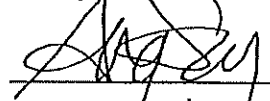
TRADITION COMMUNITY ASSOCIATION,
INC.
a Florida not for profit corporation

By: 
Its: PRESIDENT

Print Name: TONY PALUMBO

Date: 10.7.21

Signed, Sealed and Delivered
in the presence of:


Print Name: Angela Shepherd

TRADITION COMMERCIAL


TRADITION COMMERCIAL ASSOCIATION,
INC.
a Florida not for profit corporation

By: 
Its: PRESIDENT

Print Name: TONY PALUMBO

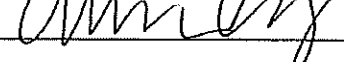
Date: 10.7.21

Signed, Sealed and Delivered
in the presence of:


Print Name: Angela Shepherd

TRADITION CDD 1

TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO.1
a special taxing district of St. Lucie County,
Florida

By: 
Its: BOARD MEMBER


Print Name: ANISSA CRUZ

Date: 10.7.21

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

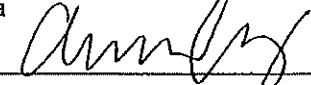
Signed, Sealed and Delivered
in the presence of:



Print Name: Angela Shepherd

SOUTHERN GROVE CDD 1

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1
a special taxing district of St. Lucie County,
Florida

By: 

Its: BOARD MEMBER

Print Name: ANISSA CRUZ

Date: 10.7.21

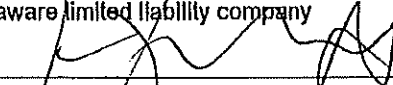
Signed, Sealed and Delivered
in the presence of:



Print Name: Angela Shepherd

MATTAMY

MATTAMY PALM BEACH, LLC
a Delaware limited liability company

By: 

Its: VP OF LAND ACQUISITION
+ DEVELOPMENT

Print Name: TONY PALUMBO

Date: 10.7.21


Signed, Sealed and Delivered
in the presence of:



Print Name: John Johnson

VENDOR

COMPLETE PROPERTY MAINTENANCE, INC.
a Florida corporation

By: 

Its: President

Print Name: Shane Humble

Date: 10/6/21

EXHIBIT "A"
LANDSCAPING CONTRACT

FORM OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Lawn and Landscape Maintenance Contract

Property Description, Services Provided and Terms

This Contract has been negotiated by Contractor and Tradition Community Association, Inc. as Owners of the relevant properties. This Contract for maintenance of each of the properties in the detailed specifications hereto, each of which has been signed by the Owner (Tradition Community Association, Inc.) and Contractor. From time to time throughout the term Tradition Community Association, Inc. and Contractor may approve and attach one or more additional Addendums adding properties to the Contract. Each Addendum shall contain the charge applicable to that Addendum and shall be signed by Contractor and by Owner or Owner's management company.

- OCTOBER 11
- A. The term of this contract is for twenty-four (24) months beginning June 1, 2021. The term shall end on the same ending date for all Addendums, regardless of the beginning date of an individual addendum, and even though an Addendum may contain pricing steps that would indicate a term extending beyond the foregoing ending date.
- B. The charge for the monthly services on the property shall be as set forth in the Addendum.
- C. This contract (or any individual Addendum attached hereto) can be terminated without cause by Tradition Community Association, Inc. (with respect to the entire contract) or by their designated management company (with respect to the entire contract), by providing sixty (30) days written notice. Owner shall pay Contractor for all work performed through the end of the term, as shortened by such termination.

Tradition Community Association		Contractor	
Signature:		Signature:	<i>Shane Humble</i>
Name:		Name:	SHANE HUMBLE
Company:	Tradition Community Association, Inc.	Company:	COMPLETE PROPERTY MAINTENANCE, INC
Date:		Date:	5/3/2021



Forms, Licenses, Permits, Liability and Quality Insurance

- A. Contractor must provide a completed W-9 form.
- B. Contractor will take care while on the property to ensure no damage is done to the property or on the property. If damage is done by the contractor, the contractor's employees or subcontractors, contractor will immediately contact owner with a plan to repair/correct damaged areas.
- C. Contractor agrees that its employees must behave and look professional at all times. Contractor also agrees that the owner has the right to request the contractor's employees who do not behave professionally be removed from the landscape maintenance team.
- D. Contractor will ensure that all employees comply with all applicable OSHA regulations.
- E. Contractor agrees that "Timeliness and Quality of Services" is to be maintained at all times by Contractor. If owner notifies contractor that any services are deemed inconsistent with the standards set forth in this contract, the contractor shall have twenty-four (24) hours to correct small deficiencies and up to fifteen (15) days or a mutually agreed upon time from for other deficiencies. Failure to remedy the problem in a timely manner could result in loss of pay and/or termination for failure to perform.
- F. If contractor or its employees cause personal injury or property damage during the course of performing services, contractor shall indemnify, defend and hold owner harmless against any and all claims of third parties for such injuries or damage.

Insurance

PLEASE READ IN ITS ENTIRETY... CERTIFICATES NEED TO BE WORDED PROPERLY AND WE NEED A COPY OF THE ADDITIONAL INSURED ENDORSEMENT BEFORE YOU CAN BEGIN WORK ON OUR PROPERTY.

Please forward this request to your insurance agents asking them to issue Certificates of Insurance for General Liability, Automobile Liability, and Workers' Compensation Liability.

1. General Liability must meet the minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations and \$2,000,000 General Aggregate. The certificate needs to contain the following language:

"Certificate holder is additional insured on a primary basis pertaining to General Liability per GA2010 11/85 or its equivalent as attached. Waiver of Subrogation applies in favor of Certificate Holder."

2. Automobile Liability must meet the minimum of \$300,000 each occurrence.
3. Workers' Compensation must meet the State of Florida minimum.

Certificates AND the additional insured endorsement shall be faxed to Owner's representative at (772) 345-5104 or electronically mailed to abarnes@castlegroup.com or mailed to 10807 SW Tradition Square, Port St. Lucie, FL 34987. Please issue certificates and endorsements for the company or companies named on each Addendum.

TRADITION COMMUNITY ASSOCIATION, INC.
10807 SW Tradition Square
Port St. Lucie FL 34987

LANDSCAPE MAINTENANCE SERVICES - Line Item Breakdown

ZONE 1

DESCRIPTION	CPM	
	# of Services per Year	Price per Service
Lawn Mowing and Edging	34	\$ 5,160.00
Maintenance of Planter Beds	12	\$ 2,085.00
Pruning and Shaping of Shrubs	12	\$ 6,016.00
Tree and Palm Pruning - 8' Clear Umbrella	As needed	Included
Fertilization - Grass	4	\$ 6,000.00
Fertilization - Trees	4	\$ 3,800.00
Wet Checks	12	\$ 2,175.00
Weed Control - 4x Annual and each mow service as needed	4	\$ 3,150.00
Mulch	2	\$ -
Ant Treatment - 2 annual and spot treatment as needed	2	\$ 5,600.00

ZONE 2

DESCRIPTION	CPM	
	# of Services per Year	Price per Service
Lawn Mowing and Edging	34	\$ 9,142.00
Maintenance of Planter Beds	12	\$ 3,751.00
Pruning and Shaping of Shrubs	12	\$ 11,150.00
Tree and Palm Pruning - 8' Clear Umbrella	As needed	Included
Founders Square	52	\$ 281.57
Fertilization - Grass	4	\$ 10,920.00
Fertilization - Trees	4	\$ 7,280.00
Wet Checks	12	\$ 3,911.00
Weed Control - 4x Annual and each mow service as needed	4	\$ 5,850.00
Mulch	2	\$ -
Ant Treatment - 2 annual and spot treatment as needed	2	\$ 10,400.00

EXHIBIT "B"

**BID MANUAL FOR LANDSCAPE
MAINTENANCE SERVICES**



Proposer Name: COMPLETE PROPERTY MAINTENANCE, INC / SHANE HUMBLE

Basic Services

Total lump sum for all services covered in Request for Proposal and Detailed Specifications:

Zone One Proposed Lump Sum: \$30,081.00 Monthly \$360,980.00 Annual Total

Zone Two Proposed Lump Sum: \$55,751.00 Monthly \$669,016.00 Annual Total

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the Association Representative and/or the table below.

DESCRIPTION	UNIT	Price per Unit
Dead Animal Removal	ea	\$15.00
Storm Response	Per mh	\$45.00
Pallet of Sod With Installation	ea	\$400.00 Bahia
Ornamental Tree Removal with Stump Grinding	Per 10'	\$175.00
Hourly Labor Rate	Per mh	\$30.00
Additional mowing as needed	Per ½ hour	\$75.00/6 men
Roadway service inclusive of adjacent common areas.	Per ¼ mile	\$1,758.00
Irrigation Repairs - (Contract inclusive of first 100 per month)	Per head	\$24.00/rotor \$10.00/mist
Irrigation Repairs – Valve Replacement (regardless of Size)	Per Valve	\$275.00/3" \$165.00/2" \$55.00/diaphragm

Fee(s) for additional service(s) shall be an amount agreed upon by the Association Representative and the Contractor.

Extension of Services

If the Association should desire to extend this agreement for up to two (2) additional one-year terms, at the then current compensation rate plus agreed upon annual increase, Association shall notify contractor within thirty (30) days of the then current expiration date of the contract of its desire to do so.

CONTRACTOR'S QUALIFICATION STATEMENT
Landscape Maintenance Services

COMPLETE PROPERTY MAINTENANCE, INC

Contractor

**TRADITION COMMUNITY ASSOCIATION, INC.
CONTRACTOR QUALIFICATION STATEMENT**

DATE SUBMITTED: MAY 3 , 2021

1. Proposer: COMPLETE PROPERTY MAINTENANCE ☐ A Partnership
(Company Name) ☒ A Corporation
☐ A Subsidiary Corporation

2. Parent Company Name: _____

3. Parent Company Address:

Street Address _____
P.O. Box (If any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____

4. Proposer Company Address (If different):

Street Address 4101 VINKEMULDER RD
P.O. Box (If any) _____
City COCONUT CREEK State FL Zip Code 33073
Telephone 954-973-3333 Fax No. 954-979-1424
1st Contact Name SHANE HUMBLE Title PRESIDENT
2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would perform work for the Tradition Community Association:

Street Address 120 FERN STREET
City JUPITER State FLORIDA Zip Code 33458
Telephone 561-744-3333 Fax No. 561-277-2481
1st Contact Name JOHN JOHNSON Title BRANCH MANAGER

6. Is the Proposer Incorporated in the State of Florida? Yes (X) No ()

6.1 If yes, provide the following:

* Is the Company in good standing with the Florida Department of State,
Division of Corporations? Yes (X) No ()

If no, please explain: _____

6.2 If no, provide the following:

* The State with whom the Proposer company is incorporated? _____

* Is the company in good standing with the State? Yes () No ()

* If no, please explain _____

* Date Incorporated _____ Charter No. _____

* Is Proposer authorized to do business in the State of Florida? Yes () No ()

7. Is Proposer a registered or licensed contractor with the State of Florida? Yes (X) No ()

7.1 If yes, provide the following:

* Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) IRRIGATION SPECIALTY CONTRACTOR

* License No. SCC131152362 Expiration Date 8/31/2022

* Qualifying Individual JOHN M. JOHNSON Title BRANCH MANAGER

* List of company(s) currently qualified under this license

COMPLETE PROPERTY MAINTENANCE, INC

7.2 Is Proposer a registered or licensed Contractor with St. Lucie County? Yes (X) No ()

7.3 Has Proposer performed work for an Association previously? Yes (X) No ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year ('18) \$20,000,000.00, ('19) \$22,000,000.00 ('20) \$23,000,000.00.

9. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000.00

Automobile Liability \$ 1,000,000.00

Workers Compensation \$ 500,000.00

Expiration Date WC 8/20/21, OTHER 11/11/21

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation, fine and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local or federal-aid contracts in any state(s)? Yes () No (X) If so, state the name(s) of the company(ies)

the state(s) where barred or suspended _____
state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
JOHN JOHNSON	BRANCH MANAGER	EMPLOYEE SUPERVISION, SCHEDULING, BUDGETING, STATE IRRIGATION LICENSE	20	14	BRANCH MANAGER
DAVID BUFFORD	LANDSCAPE MANAGER	CREW MGT, LANDSCAPE PROJECTS	12	20	LANDSCAPE ACCOUNT MANAGER

13. Has the Proposer ever failed to complete any work awarded to it? Yes () No (X)

If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner or owner of some other organization that has failed to complete a landscape maintenance contract? Yes () No(X)

If so, state name of individual, other organization and reason therefore _____

15. List any and all litigation to which the Proposer has been a party in the last five (5) years:

16. Has the Proposer or any of its affiliates even been either disqualified or denied prequalification status by a governmental agency? NO

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? Yes () No (X) If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof _____

The undersigned hereby authorizes (s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tradition Community Association, Inc. or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Tradition Community Association, Inc. should qualify the Proposer for bidding on its landscape maintenance project, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

COMPLETE PROPERTY MAINTENANCE, INC
Name of Proposer

By: Shane Humble

SHANE HUMBLE, PRESIDENT
Type Name and Title of Person Signing)

This 3 day of May, 2021.

(Corporate Seal)

Sworn to before me this 3 day of May, 2021.

Meredith Hopper
Notary Public/Expiration Date



CORPORATE OFFICERS

Company Name COMPLETE PROPERTY MAINTENANCE, INC

Date May 3rd, 2021

Provide the following information for Officers of the Property and parent company, if any:

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
SHANE HUMBLE	PRESIDENT	FINANCIAL GOALS & BUDGETS, POLICIES & PROCEDURES, QUALITY CONTROL, HANDS ON ALL ASPECTS OF COMPANY	JUPITER, FLORIDA
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name COMPLETE PROPERTY MAINTENANCE, INC

Date May 3rd, 2021

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
JOHN JOHNSON	BRANCH MANAGER	EMPLOYEE SUPERVISION, SCHEDULING, BUDGETING, STATE IRRIGATION LICENSE	14	20
DAVID BUFFORD	LANDSCAPE MANAGER	CREW MANAGEMENT, LANDSCAPE PROJECTS	12	20
MEREDITH HOPPER	OFFICE MANAGER	ACCOUNTS PAYABLE, SUPPORT MANAGEMENT & STAFF	20	22
GEORGETTE MARCOTTE	COMPTROLLER	FINANCIALS, PAYROLL	22	27
ARIADANA BUENAVENTURA	ACCOUNTS RECEIVABLE	AR, CONTRACTS, COLLECTIONS	7	15
DIONNE MONTGOMERY	OFFICE ADMIN	INVOICING, PROPOSALS, SUPPORT ACCOUNT MANAGERS	8	10
CLAUDIA PEREZ	OFFICE ADMIN	INVOICING, PROPOSALS, PAYROLL CLERK, SUPPORT ACCOUNT MANAGERS	6	8

COMPANY OWNED MAJOR EQUIPMENT

Company Name COMPLETE PROPERTY MAINTENANCE, INC

Date May 3rd, 2021

[illegible]

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name COMPLETE PROPERTY MAINTENANCE, INC Date 5/3/2021

Furnish with information about all of Proposer's active contracts, whether as prime or subcontracts, whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount	Proposer's Uncompleted Amount as of this Date		Completion Date		
		As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
Subtotal Uncompleted Work		\$	\$			
Total Uncompleted Work on Hand		\$17,000,000.00 CONTRACTUAL MAINTENANCE REVENUE				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name COMPLETE PROPERTY MAINTENANCE, INC Date 5/3/2021

List all projects completed in the last two years for which the contract value exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/Completed	Name & Phone Number of Owner's Representative on this Project ²
NO PROJECTS ALL ONGOING MAINTENANCE CONTRACTS					

¹Prime or Sub¹ should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

²Name & Phone Number of Owner's Representative on this Project¹ should list a reference from the business entity that engaged Proposer and can validate contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of FLORIDA

ss:

County of BROWARD

SHANE HUMBLE, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the Association considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Shane Humble

(Proposer must sign here also)

Sworn to before me this 3 day of May, 2021.

Meredith Hopper
Notary Public/Expiration Date:

(SEAL)



AFFIDAVIT FOR PARTNERSHIP

State of FLORIDA ss:

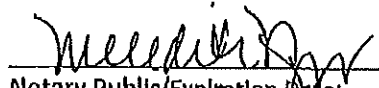
County of BROWARD

SHANE HUMBLE, Is a member of the firm of COMPLETE PROPERTY MAINTENANCE, INC., being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the Association considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.



(Signature of a General Partner Is Required)

Sworn to before me this 3 day of May, 2021.


Notary Public/Expiration Date:

(SEAL)



AFFIDAVIT FOR CORPORATION

State of FLORIDA ss:

County of BROWARD

PRESIDENT (title)
SHANE HUMBLE of the
COMPLETE PROPERTY MAINTENANCE, INC (a
corporation described herein) being duly sworn, deposes and says that the statements and
answers to the questions in the foregoing concerning experience are correct and true as of the
date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive
or fraudulent statements in this statement constitutes fraud; and, that the Association
considers such action on the part of the Proposer to constitute good cause for rejection of
Proposer's proposal.

Shane Humble
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 3 day of May, 2021.

Meredith Hoppbr
Notary Public/Expiration Date:

(SEAL)

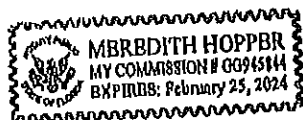


EXHIBIT "C"

CHART SHOWING PRO-RATA SHARE OF COSTS



Pro-Rata Share of Costs

Total Annual-Contract Value: \$1,190,325.60

(This includes the addition of 1.9 miles of roadway service per Second Addendum to Contract)

Annual Cost Allocation:

Tradition Community Association:	<u>\$223,509.13</u>	(18.8%)
Tradition Commercial Association:	<u>\$105,853.19</u>	(8.9%) .4 miles
Tradition CDD No. 1:	<u>\$730,030.90</u>	(61.3%) .4 miles
Southern Grove CDD No. 1:	<u>\$130,932.25</u>	(11%) 1.1 miles

NOTE: These figures are as of date of Second Addendum to Contract. These figures will fluctuate as new areas of maintenance are turned over.

EXHIBIT D
“EXCEPTION TO SECTION 15 – ADDENDUM TO CONTRACT”

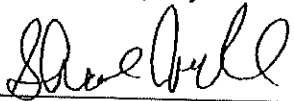
EXCEPTION TO SECTION 15 – ADDENDUM TO CONTRACT

Complete Property Maintenance, Inc. ("CPM") will be using a third-party irrigation company – Triple L Irrigation, Inc., Luther Peterson, to assist in providing irrigation maintenance services to the existing system(s) for Tradition.

Acknowledgement:

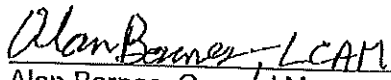
Date: October 13, 2021

Complete Property Maintenance, Inc.



Shane Humble, President

Tradition Community Association, Tradition Commercial Association, Tradition CDD No. 1, and Southern Grove CDD No. 1




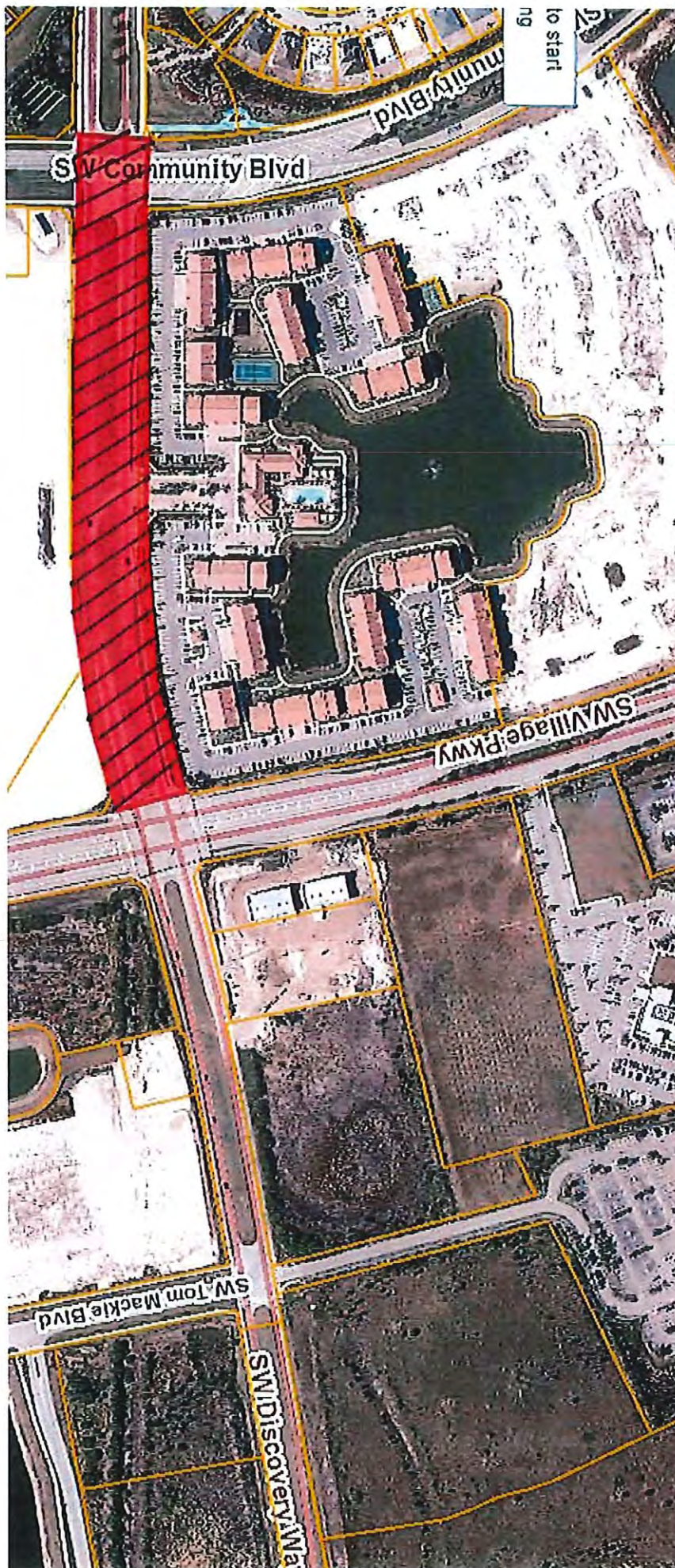
Alan Barnes, General Manager
On Behalf Of Tradition Entities

EXHIBIT D

EXHIBIT "B" TO SECOND ADDENDUM

**SURVEY IDENTIFYING ROADWAYS
FOR ADDITIONAL SERVICES**

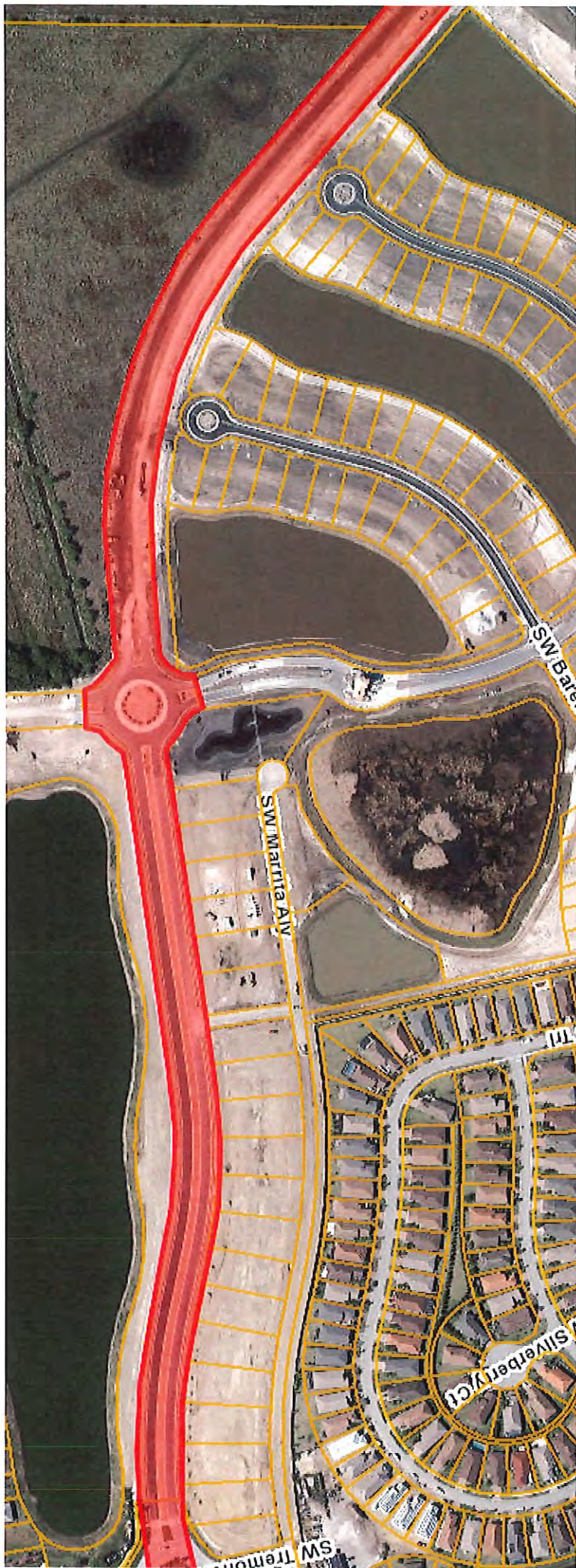
If in color, see red shading identifying additional service areas
If in black and white, see shading and hash lines  identifying additional
service areas





Click to start
drawing





Law Offices
of
GONANO & HARRELL
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO
Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

ALEXZANDER D. GONANO
email: agonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464 - 1032
Facsimile (772) 464 - 0282

DANIEL B. HARRELL
Board Certified in Education Law
email: dharrell@gh-law.com

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 22-03

April 20, 2022

MEMORANDUM TO MEMBERS OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6

Re: District No. 6 Board Member Elections 2022

Notice of Qualifying Period—Elections of Members of the Board of Supervisors of District No. 6

G&H File No. 1882-001

As addressed in prior Memorandum No. 22-02 (copy attached), the number of qualified electors (registered voters) residing in each of District Nos. 4 and 5 currently exceeds 250, more than six years have passed since the initial appointments to the Boards to those Districts, and as provided in Section 190.006(3)(a)2.b, Florida Statutes, the Boards of District Nos. 4 and 5 must commence conversion to elections by qualified electors in 2022. The Districts have now received correspondence from the Supervisor of Elections, copy attached, reflecting that the number of qualified electors residing in District No. 6 likewise has exceeded 250, and therefore District No. 6 must also commence conversion to elections by qualified electors this year.

The terms of three seats on the Board of District No. 6 will expire this year. Two of the expiring seats will be subject to election by qualified electors (registered voters), each to a four-year term, while the remaining expiring seat will be filled by landowner election, also to a four-year term. Board member elections to be held in 2022 for District No. 6 may therefore be summarized as follows (correcting the summary provided in Memorandum No. 22-02):

District No. 6. As explained above, in 2022 the Board of District No. 6 will commence conversion to election by qualified electors. The terms of Seats 1, 3, and 4 are expiring this year (currently occupied by The Honorable Stephen Okiye, Frank Covelli, and Anissa Cruz, respectively). Seats 1 and 3 will be subject to election by qualified electors, and Seat 4 subject to election by landowners, all to four-year terms that will commence in November 2022.

As described in Memorandum No. 22-02, Section 190.006(3)(b), Florida Statutes, requires each community development district to publish a notice of the qualifying period for each election of Board members whose seats are subject to election by registered voters residing in the district. The

Members, Boards of Supervisors
April 20, 2022
Page 2

notice must be published at least two weeks prior to the start of the qualifying period. In 2022, the qualifying period commences at noon on Monday, June 13, and closes at noon on Friday, June 17, although qualifying papers may be submitted beginning May 30 for processing and filing during the qualifying period.

A final attachment is a proposed form of the required notice of the qualifying period for the District No. 6 Board seats that are up for election by qualified electors in 2022. By copy of this memorandum to the District Manager, I respectfully request that this matter be placed on the agenda of a future Board meeting. At that time, the Board of District No. 6 should consider authorizing publication of the notice on or about May 9.

Please advise if you have any question.

Daniel B. Harrell
Daniel B. Harrell

DBH/mm

Attachments

cc: The Honorable Gertrude Walker
Mr. B. Frank Sakuma, Jr.
Ms. Jesse Wargo
Ms. Laura Archer

Law Offices
of
GONANO & HARRELL
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO
Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

ALEXZANDER D. GONANO
email: agonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464 - 1032
Facsimile (772) 464 - 0282

DANIEL B. HARRELL
Board Certified in Education Law
email: dharrell@gh-law.com

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 22-02

March 4, 2022

MEMORANDUM TO MEMBERS OF THE BOARDS OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS

Re: Board Member Elections 2022

Notice of Qualifying Period—Elections of Members of the Boards of Supervisors of District Nos. 4 and 5

G&H File No. 1882-001

As previously reported by the District Manager, the number of qualified electors (registered voters) residing in each of District Nos. 4 and 5 has now exceeded 250; a copy of correspondence received from the Supervisor of Elections last spring is attached. Moreover, the initial Boards for District Nos. 4 and 5 were appointed in 2007, and more than six years have passed since those initial appointments. Therefore, in accordance with Section 190.006(3)(a)2.b, Florida Statutes, the Boards of District Nos. 4 and 5 must commence conversion to elections by qualified electors in 2022.

The terms of three seats on each of the Boards of District Nos. 4 and 5 will expire this year. Two of the expiring seats will be subject to election by qualified electors (registered voters), each to a four-year term, while the remaining expiring seat will be filled by landowner election, also to a four-year term. Expiring Board member seats on the Boards of District Nos. 1, 2, 3, and 6 will continue to be filled by landowner election.

Board member elections to be held in 2022 may therefore be summarized as follows:

District No. 1 and 2. These Districts, the Boards of which were also initially appointed in 2007, to date do not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 2, and 5 on each of these Boards, the terms of which will expire this year (currently occupied by The Honorable Tyler Gaffney, Frank Covelli, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. On each Board, the two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

District No. 3. This District, the Board of which was also initially appointed in 2007, to date does not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 3, and 4 on this Board, the terms of which will expire this year (currently occupied by The Honorable David Graham, Wes McCurry, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. The two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

District No. 4. As explained above, in 2022 the Board of this District will commence conversion to election by qualified electors. The terms of Seats 1, 3, and 4 are expiring this year (currently occupied by The Honorable Stephen Okiye, Frank Covelli, and Anissa Cruz, respectively). Seats 1 and 3 will be subject to election by qualified electors, and Seat 4 subject to election by landowners, all to four-year terms that will commence in November 2022.

District No. 5. As also explained above, in 2022 the Board of this District will likewise commence conversion to election by qualified electors. The terms of Seats 1, 3, and 4 are expiring this year (currently occupied by The Honorable David Graham, Wes McCurry, and Anissa Cruz, respectively). As with District No. 4, Seats 1 and 3 will be subject to election by qualified electors, and Seat 4 subject to election by landowners, all to four-year terms that will commence in November 2022.

District No. 6. This District, the Board of which was also initially appointed in 2007, to date does not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 3, and 4 on this Board, the terms of which expire this year (currently occupied by The Honorable Stephen Okiye, Frank Covelli, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. The two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

Section 190.006(3)(b), Florida Statutes, requires each community development district to publish a notice of the qualifying period for each election of Board members whose seats are subject to election by qualified electors (that is, registered voters residing in the respective district). The notice must be published at least two weeks prior to the start of the qualifying period. In 2022, the qualifying period commences at noon on Monday, June 13, and closes at noon on Friday, June 17, although qualifying papers may be submitted beginning May 30 for processing and filing during the qualifying period.

Attached for District Nos. 4 and 5 are proposed forms of the required notices of the qualifying period. By copy of this memorandum to the District Manager, I respectfully request that this matter be placed on the agenda of a future Board meeting. At that time, the Boards of District Nos. 4 and 5 should consider authorizing publication of the respective notice on or about May 9.

Please advise if you have any question.

Members, Boards of Supervisors
March 4, 2022
Page 3

Daniel B. Harrell

DBH/mm

Attachments

cc: The Honorable Gertrude Walker
Mr. B. Frank Sakuma, Jr.
Ms. Jesse Wargo

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of Southern Grove Community Development District No. 4 (“District”) will commence at noon on June 13, 2022, and will close at noon on June 17, 2022. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning May 30, 2022, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisor of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 13-17 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NW Country Club Drive
Port St. Lucie, Florida 34986
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

Tradition-Located inside the Tax Collectors
Office
10264 S.W. Village Parkway
Port St. Lucie, Florida 34987
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has two seats up for election, specifically Seats 1 and 3. Each seat carries a four year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

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

Dated this 6th day of May, 2022.

B. FRANK SAKUMA, JR., District Manager
SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4

Publish: May 9, 2022

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of Southern Grove Community Development District No. 5 (“District”) will commence at noon on June 13, 2022, and will close at noon on June 17, 2022. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning May 30, 2022, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisor of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 13-17 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NW Country Club Drive
Port St. Lucie, Florida 34986
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

Tradition-Located inside the Tax Collectors
Office
10264 S.W. Village Parkway
Port St. Lucie, Florida 34987
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has two seats up for election, specifically Seats 1 and 3. Each seat carries a four year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

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

Dated this 6th day of May, 2022.

B. FRANK SAKUMA, JR., District Manager
SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5

Publish: May 9, 2022



Gertrude Walker
Supervisor of Elections
St. Lucie County

4132 Okeechobee Road • Fort Pierce, FL 34947-5412 • (772) 462-1500 • Fax (772) 462-1439

April 18, 2022

Mr. B. Frank Sakuma, Jr.
10807 SW Tradition Square
Port Saint Lucie, FL 34987

Dear Mr. Sakuma:

This letter is in reference to the number of registered voters as of April 15, 2022 in the Community Development Districts listed below based on the previous mapping forwarded by your organization. If any of your mapping information has changed, please forward the applicable documentation to our office as soon as possible.

CDD NAME	REGISTERED VOTERS
Southern Grove 1	0
Southern Grove 2	0
Southern Grove 3	0
Southern Grove 4	547
Southern Grove 5	718
Southern Grove 6	313
Tradition 1	0
Tradition 2	0
Tradition 3	2303
Tradition 4	1634
Tradition 5	2126
Tradition 6	1882
Tradition 7	144
Tradition 8	0
Tradition 9	0
Tradition 10	0

Please contact Kris Barcomb at 772-462-1508 if you have any questions or need additional information.

Sincerely,

Gertrude Walker
St. Lucie County Supervisor of Elections

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of Southern Grove Community Development District No. 6 (“District”) will commence at noon on June 13, 2022, and will close at noon on June 17, 2022. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning May 30, 2022, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisor of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 13-17 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NW Country Club Drive
Port St. Lucie, Florida 34986
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

Tradition-Located inside the Tax Collectors
Office
10264 S.W. Village Parkway
Port St. Lucie, Florida 34987
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has two seats up for election, specifically Seats 1 and 3. Each seat carries a four year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

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

Dated this 6th day of May, 2022.

B. FRANK SAKUMA, JR., District Manager
SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6

Publish: May 9, 2022

REQUISITION NO. 15

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **15**
- (B) Name of Payee: **Culpepper & Terpening, Inc.**
- (C) Amount Payable: **\$2,770.12**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Responsible Officer

Date: _____

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements 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; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: _____
Name: _____
Title: _____
Date: _____

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Mr. B. Sakuma
District manager
Southern Grove Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

February 28, 2022
Project No: 20-203
Invoice No: 94269

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI
Bond Requisition Required

Professional Services through February 28, 2022

Phase 5 Construction Services
Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	8.50	210.00	1,785.00
Sr. Construction Inspector	5.50	125.00	687.50
Totals	14.00		2,472.50

Total Labor**2,472.50**

Phase 8 Reimbursable Expense

Unit Billing

MILEAGE

9.52**Total this Invoice****\$2,482.02****Outstanding Invoices**

Number	Date	Balance
94132	2/21/2022	9,959.22
Total		9,959.22

Billing Backup

Wednesday, March 30, 2022

Culpepper & Terpening, Inc.

Invoice 94269 Dated 2/28/2022

10:00:01 AM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	2/8/2022	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	2/9/2022	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	2/10/2022	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	2/16/2022	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	2/18/2022	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	2/21/2022	1.50	210.00	315.00
Sr. Construction Inspector				
Christensen, Frans	2/4/2022 Ovt	1.50	125.00	187.50
Christensen, Frans	2/7/2022	1.50	125.00	187.50
Christensen, Frans	2/9/2022	2.50	125.00	312.50
Totals		14.00		2,472.50
Total Labor				2,472.50
Total this Tasks				\$2,472.50
Total this Phase				\$2,472.50

Phase	8	Reimbursable Expense
-------	---	----------------------

Unit Billing

MILEAGE				
2/9/2022	17.0 Miles @ 0.56	9.52		
				9.52
Total this Phase				\$9.52
Total this Project				\$2,482.02
Total this Report				\$2,482.02

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Mr. B. Sakuma
District manager
Southern Grove Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

April 18, 2022
Project No: 20-203
Invoice No: 94435

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Marcelo Dimitriou, P.E.

PO No:
Contract No:
WA No:

Client Project No.
Client Project Name

Project 20-203 Becker Road West Phase 1 CEI
Bond Requisition Required

Professional Services through March 31, 2022

Phase 5 Construction Services
Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	.75	210.00	157.50
Sr. Construction Inspector	1.00	125.00	125.00
Totals	1.75		282.50

Total Labor 282.50

Phase 8 Reimbursable Expense

Unit Billing

MILEAGE

5.60

Total this Invoice \$288.10

Outstanding Invoices

Number	Date	Balance
94132	2/21/2022	9,959.22
94269	2/28/2022	2,482.02
Total		12,441.24

Billing Backup

Monday, April 18, 2022

Culpepper & Terpening, Inc.

Invoice 94435 Dated 4/18/2022

2:09:53 PM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

			Hours	Rate	Amount	
Principal Engineer, PE						
Dimitriou, P.E., Marcelo	3/3/2022		.75	210.00	157.50	
Sr. Construction Inspector						
Christensen, Frans	2/28/2022		1.00	125.00	125.00	
Totals			1.75		282.50	
Total Labor						282.50

Total this Tasks \$282.50

Total this Phase \$282.50

Phase	8	Reimbursable Expense
-------	---	----------------------

Unit Billing

MILEAGE						
2/28/2022			10.0 Miles @ 0.56		5.60	
						5.60
						Total this Phase \$5.60
						Total this Project \$288.10
						Total this Report \$288.10

Prepared by and Return to:

Ricky Huff, Esq.
Brown Huff Zohar
1480 Beltrees St., Ste. 7
Dunedin, FL 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**PARTIAL ABANDONMENT AND
TERMINATION OF WATER MANAGEMENT EASEMENT**

This Partial Abandonment and Termination of Water Management Easement ("**Abandonment**") is made by the Southern Grove Community Development District No. 5 ("CDD5"), whose address is 10807 SW Tradition Square, Port St. Lucie, Florida 34987.

WHEREAS, a forty foot (40') Water Management Easement was dedicated to the Southern Grove Community Development District No. 5 as shown on the Plat of Southern Grove Plat No. 14, recorded in Plat Book 71, at page 35 of the Public Records of St. Lucie County, Florida ("Water Management Easement"); and

WHEREAS, the CDD5 wishes to abandon and terminate the portion of the Water Management Easement situated on the property more particularly described in **Exhibit "A"** hereto, ("**Abandoned Easement Area**").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Any and all rights and obligations with regard to the Abandoned Easement Area existing pursuant to the Water Management Easement are hereby terminated and declared to be of no further legal force or effect. The Abandoned Easement Area is hereby deleted from the Water Management Easement.

2. Except as provided above, the Water Management Easement will continue in full legal force and effect.

IN WITNESS WHEREOF, the CDD5 has caused this Partial Abandonment and Termination of Water Management Easement to be executed by its authorized representative.

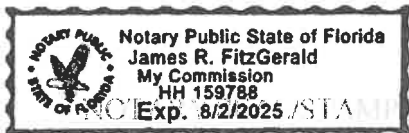
Witnesses:

[Signature]
Printed Name: ERIC SERRA
[Signature]
Printed Name: TONY CRUMBO

[Signature]
By: _____
Printed Name: Frank Covelli
Title: Chairman of the Board

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of x physical presence or _____
online notarization this 26 day of APRIL _____ 2022,
by Frank Covelli, as Chairman for Southern Grove Community Development District No. 5 , who
is [☒] personally known to me, or who has [☐] produced the following identification



[Signature]
Signature of Notary Public

Name: JAMES FITZGERALD

Notary Public, State of Florida
My Commission expires 8/2/2025

EXHIBIT "A"
ABANDONED EASEMENT AREA

[See attached.]

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

A PORTION OF A 40.00-FOOT-WIDE WATER MANAGEMENT EASEMENT LYING IN PARCEL 1, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 40, AS RECORDED IN PLAT BOOK 102, PAGE 39, (ORIGINALLY RECORDED IN PLAT BOOK 71, PAGE 35) OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HEGENER DRIVE (A 100.00-FOOT-WIDE RIGHT-OF-WAY, AS SHOWN IN PLAT BOOK 84, PAGE 35, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA) AND THE NORTH LINE OF SAID PARCEL 1; THENCE NORTH 71°12'40" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 449.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 71°12'40" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 125.40 FEET; THENCE NORTH 89°48'45" EAST, A DISTANCE OF 562.93 FEET TO THE EAST LINE OF SAID PARCEL 1; THENCE SOUTH 21°00'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 42.80 FEET; THENCE SOUTH 89°48'45" WEST, A DISTANCE OF 697.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.58 ACRES (25,198.61 SQUARE FEET), MORE OR LESS.

[Signature]
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

[Circular Seal: MICHAEL T. OWEN, PROFESSIONAL SURVEYOR, FLORIDA REGISTRATION #5556]
SIGNATURE DATE *4/18/2022*

**SKETCH & DESCRIPTION OF:
WATER MANAGEMENT EASEMENT
TO BE ABANDONED**

PREPARED FOR:

TRADITION COMMERCE PARK

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



REVISIONS

PROJ. #: 21-370 DATE: 4/18/2022 DRAWN BY: SPT CHECKED BY: MTO SCALE: 1"=150' CAD FILE: 21-370 WME.dwg
Z: \EDC-2021\21-370 - PSL - Hegener Drive Extension Phase II\SURVEY\Dwg - PDF\Sketch & Description\21-370 WME.dwg, 4/18/2022 3:59 PM

SHEET
1 OF 2

THIS IS NOT A SURVEY

INTENDED DISPLAY SCALE

0 150
Scale in feet
1 inch = 150 Feet

40.00' WATER
MANAGEMENT EASEMENT
(PLAT BOOK 71, PG. 35)

EAST LINE PARCEL 1

S21°00'38"E 42.80'

40.00' EASEMENT
TO BE ABANDONED
(0.58± ACRES)

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT OF WAY
CL CENTER LINE
S/D SUBDIVISION
NR NOT RADIAL

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE PARCEL 1 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

WATER
MANAGEMENT
TRACT-1
SOUTHERN GROVE
PLAT NO. 32
P.B. 90, PG. 12

TRACT 3
SOUTHERN GROVE PLAT NO. 32
P.B. 90, PG. 12

NORTH LINE PARCEL 1

N89°48'45"E 562.93'

S89°48'45"W 697.00'

N71°12'40"E
125.40'

P.O.B.

N71°12'40"E 449.64'
(BEARING BASIS)

40.00' WATER
MANAGEMENT EASEMENT
(PLAT BOOK 71, PAGE 35)

P.O.C.
N.W. CORNER
PARCEL 1

EAST RIGHT-OF-WAY LINE
HEGENER DRIVE
(100.00' R/W - P.B. 84, PG. 35)

SKETCH & DESCRIPTION OF:
WATER MANAGEMENT EASEMENT
TO BE ABANDONED

PREPARED FOR:

TRADITION COMMERCE PARK

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



REVISIONS

PROJ. #: 21-370 DATE: 4/18/2022 DRAWN BY: SPT CHECKED BY: MTO SCALE: 1"=150' CAD FILE: 21-370 WME.dwg
Z: \EDC-2021\21-370 - PSL - Hegener Drive Extension Phase II\SURVEY\Dwg - PDF\Sketch & Description\21-370 WME.dwg, 4/18/2022 3:59 PM

SHEET
2 OF 2

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS 1-6

**Financial Report For
April 2022**

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - APRIL 30, 2022

	FISCAL YEAR 2021/2022	FISCAL YEAR 10/01/21 - 04/30/22	% Of Budget	COMMENTS
ANNUAL BUDGET	ACTUAL			
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT	751,391	728,569	96.96%	
DEBT ASSESSMENTS	969,263	951,032	98.12%	
BOND PREPAYMENTS	0	96,100	100.00%	
INTEREST INCOME	0	881	100.00%	
STORMWATER	400,000	651,541	162.89%	
OTHER INCOME	0	142,884	100.00%	
OTHER INCOME - SPECIAL BOND REV	0	0	100.00%	
TIM - DEVELOPER/ BOND FUNDED	1,113,700	0		
FUND CARRY FORWARD	0	0	0.00%	
Total Revenues	\$ 3,234,354	\$ 2,571,006	79.49%	

EXPENDITURES - ADMIN				
ARBITRAGE REBATE FEE	6,500	0	100.00%	
AUDIT	36,000	0	0.00%	
BANK FEES	0	0	100.00%	
CONSULTING FEES	0	0	100.00%	
DISSEMINATION AGENT	3,000	0	0.00%	
DISTRICT COUNSEL	48,000	27,007	56.26%	
MANAGEMENT	31,120	18,153	58.33%	
DUES, LICENSES, FEES	1,050	1,050	100.00%	
ASSESSMENT ROLL	6,000	0	0.00%	
ENGINEERING	175,000	171,630	98.07%	
FINANCIAL ADVISOR - BOND	0	0	0.00%	
IMPACT FEE ADMINISTRATION	0	0	0.00%	
GENERAL INSURANCE	34,900	38,015	108.93%	
WEBSITE	4,500	2,625	58.33%	
LÉGAL ADVERTISING	3,800	841	22.14%	
MISCELLANEOUS	2,000	116	5.78%	
MEETING ROOM	0	0	0.00%	
TRAVEL AND PER DIEM	500	357	100.00%	

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - APRIL 30, 2022

	FISCAL YEAR 2021/2022	FISCAL YEAR 10/01/21 - 04/30/22	% Of Budget	COMMENTS
	ANNUAL BUDGET	ACTUAL		
OFFICE SUPPLIES	1,000	143	0.00%	
POSTAGE AND SHIPPING	500	412	100.00%	
COPIES	2,500	673	26.91%	
SUPERVISOR FEES	4,800	0	0.00%	
SUPERVISOR PAYROLL TAXES	0	0	0.00%	
SUPERVISOR PAYROLL FEES	0	0	0.00%	
TELEPHONE	0	0	0.00%	
TIF/SAD REBATE ANALYSIS	26,010	60,110	0.00%	
TRUSTEE SERVICES	7,000	4,031	57.59%	
OFFICE RENT	16,500	11,062	67.04%	
CONTINGENCY - ADMIN	0	0	0.00%	
CAPITAL OUTLAY	0	0	0.00%	
TIM - CAPITAL (Bond/Developer Funded)	720,000	196,272	0.00%	
TOTAL ADMIN EXPENSES	1,130,680	532,496	47.10%	
EXPENDITURES - MAINT				
LAKE MAINTENANCE	45,000	27,425	60.95%	
BUILDING, BRIDGE, MONUMENT MAINT.	1,000	0	0.00%	
TIM OPERATIONS	393,700	0	0.00%	
CONTINGENCY - MAINT.	100,000	80,600	80.60%	
COMMUNITY AREA MAINTENANCE	0	835	0.00%	
LAKE PORTER SERVICE	0	0	0.00%	
PAINTING	0	0	0.00%	
FIELD MAINTENANCE	0	0	0.00%	
ELECTRIC	25,000	1,260	5.04%	
ENGINEERING - MAINT.	175,000	0	0.00%	
FIELD MANAGEMENT	16,000	9,333	58.33%	
FOUNTAIN MAINTENANCE	10,000	12,358	100.00%	
HYDRILLA TREATMENT	0	0	0.00%	
LANDSCAPING MAINTENANCE & MATERIALS	46,600	33,258	71.37%	
MITIGATION MAINTENANCE	82,000	69,674	84.97%	
IRRIGATION	2,000	0	0.00%	

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - APRIL 30, 2022

	FISCAL YEAR 2021/2022	FISCAL YEAR 10/01/21 - 04/30/22	% Of Budget	COMMENTS
	ANNUAL BUDGET	ACTUAL	Budget	
IRRIGATION PARTS & REPAIR	8,000	89	1.11%	
PEST CONTROL	2,000	75	3.75%	
ROAD REPAIR	0	0	0.00%	
SECURITY	40,000	0	0.00%	
FENCE REPAIR	0	0	0.00%	
SIDEWALK CLEANING/REPAIR	30,000	0	0.00%	
SIGNAGE	10,000	395	0.00%	
STREETLIGHTS	2,000	0	0.00%	
STORMWATER MANAGEMENT	50,000	39,255	78.51%	
TREE/PLANT REPLACEMENT & TRIM	36,000	0	0.00%	
WETLAND UPLAND MAINTENANCE	0	0	0.00%	
TOTAL MAINTENANCE EXPENSES	1,074,300	274,557	25.56%	
Total Expenditures	\$ 2,204,980	\$ 807,054	36.60%	
EXCESS / (SHORTFALL)	\$ 1,029,374	\$ 1,763,952		
PAYMENT TO TRUSTEE (2019 Bond)	(498,944)	(504,599)	101.13%	
PAYMENT TO TRUSTEE (2020 Bond)	(392,779)	(397,275)	101.14%	
BOND PREPAYMENTS	-	(96,100)		
BALANCE	\$ 137,652	\$ 765,978		
COUNTY APPRAISER & TAX COLLECTOR FEE	(68,826)	(66,443)	96.54%	
DISCOUNTS FOR EARLY PAYMENTS	(68,826)	(65,934)	95.80%	
NET EXCESS / (SHORTFALL)	\$ -	\$ 633,601		

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05/23/22

Accrual Basis

Southern Grove CDD 1

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
01-3100 · Assessments	92,129.36	18,525.57	73,603.79	497.3%
01-3810 · Debt Assessment (CI - 2019)	532,102.45			
01-3814 · Debt Assessment (CI - 2020)	418,929.65			
01-3830 · Assessment Fees	-66,442.71	-741.02	-65,701.69	8,966.4%
01-3831 · Assessment Discounts	-65,934.00	-741.02	-65,192.98	8,897.7%
01-3840 · Debt Assess-Pd To Trustee(2019)	-504,598.55			
01-3841 · Debt Assess-Pd To Trustee(2020)	-397,275.43			
01-3901 · Bond Prepayments (2019)	96,100.00			
01-3902 · Bond Prepayments (2020)	0.00			
01-3911 · Bond Prepayments(19) To Trustee	-96,100.00			
01-9400 · Other Income	67,500.00			
01-9405 · Stormwater Fees	36,388.43			
01-9407 · Engineering Revenue Fees	56,646.60			
01-9408 · Application Fee	18,737.00			
01-9410 · Interest Income (GF)	874.84			
Total Income	189,057.64	17,043.53	172,014.11	1,109.3%
Expense				
01-1308 · Dissemination Agent	0.00	41.96	-41.96	0.0%
01-1310 · Engineering	1,673.12	2,447.51	-774.39	68.4%
01-1311 · Management Fees	176.99	435.24	-258.25	40.7%
01-1315 · Legal Fees	263.29	671.32	-408.03	39.2%
01-1317 · Travel and Per Diem	3.52	6.99	-3.47	50.4%
01-1318 · Assessment/Tax Roll	0.00	83.91	-83.91	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1440 · Rents & Leases	107.86	230.77	-122.91	46.7%
01-1450 · Insurance	5,419.00	4,900.00	519.00	110.6%
01-1480 · Legal Advertisements	8.22	53.15	-44.93	15.5%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	1.16	27.97	-26.81	4.1%
01-1513 · Postage and Delivery	4.04	6.99	-2.95	57.8%
01-1514 · Office Supplies	1.42	13.99	-12.57	10.2%
01-1516 · Copies	6.60	34.96	-28.36	18.9%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1521 · Aquatic Contract	0.00	0.00	0.00	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00			
01-1600 · TIM - Operations (BEEP) O&M	196,272.10	0.00	196,272.10	100.0%
01-1772 · TIF/SAD Rebate Analysis	585.99	363.77	222.22	161.1%
01-1801 · Landscaping Maintenance	0.00			
01-1805 · Stormwater Management (GF)	39,255.38	0.00	39,255.38	100.0%
01-1807 · Irrigation Parts & Repair	0.00			
01-1809 · Field Management	0.00			
01-1812 · Signage & Amenities Repair	0.00			
01-1814 · Electricity	0.00			
01-1815 · Miscellaneous Maintenance	0.00			
01-1817 · Common Area Maintenance	0.00			
01-1818 · Fountain Maintenance & Chemical	0.00			
01-1822 · Pest Control	0.00			
01-1826 · Mitigation Maintenance	0.00			
Total Expense	244,391.19	17,043.53	227,347.66	1,433.9%
Net Ordinary Income	-55,333.55	0.00	-55,333.55	100.0%
Other Income/Expense				
Other Expense				
01-3920 · Capital Outlay	47,463.12			
Total Other Expense	47,463.12			
Net Other Income	-47,463.12			

Southern Grove CDD 1
Profit & Loss Budget vs. Actual
October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Net Income	-102,796.67	0.00	-102,796.67	100.0%

Southern Grove CDD 1

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1068	2,782,420.83
01-1001 · Valley Bank-Special Bond Acct	1,001,162.08
Total Checking/Savings	3,783,582.91
Accounts Receivable	
01-1200 · Accounts Receivable	18,936.60
Total Accounts Receivable	18,936.60
Total Current Assets	3,802,519.51
Other Assets	
01-8122 · A/R St Lucie County Excess Fees	-2,361.00
Total Other Assets	-2,361.00
TOTAL ASSETS	3,800,158.51
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	98,735.40
Total Accounts Payable	98,735.40
Other Current Liabilities	
01-2024 · Due To Other Gov Units-Fishkind	750.02
01-2025 · Deposits - Engr Deposit	107,469.50
01-2026 · Deferred Revenue - SAD/TIF	1,115,823.81
01-2027 · Due to CDD2	19,903.19
01-2028 · Due to CDD3	13,099.06
01-2029 · Due to CDD4	75,534.00
01-2030 · Due to CDD5	1,207,986.16
01-2031 · Due to CDD6	51,598.47
Total Other Current Liabilities	2,592,164.21
Total Current Liabilities	2,690,899.61
Total Liabilities	2,690,899.61
Equity	
30000 · Opening Balance Equity	206,446.32
99-9999 · Retained Earnings	1,005,609.25
Net Income	-102,796.67
Total Equity	1,109,258.90
TOTAL LIABILITIES & EQUITY	3,800,158.51

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05/24/22

Accrual Basis

Z Southern Grove 5
Long Term Debt Balance Sheet
As of April 30, 2022

	<u>Apr 30, 22</u>
ASSETS	
Other Assets	
05-5151 · Amount Available in DSF (2019)	975,509.99
05-5152 · Amount Available In DSF (2020)	844,319.43
05-5153 · Amount Available In DSF (2021)	997,290.49
05-5155 · Amount To Be Provided	25,172,880.09
Total Other Assets	27,990,000.00
TOTAL ASSETS	<u>27,990,000.00</u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
05-5217 · Special Assess Debt - CI (2019)	6,650,000.00
05-5218 · Special Assess Debt - CI (2020)	5,610,000.00
05-5219 · Special Assessment Debt (2021)	15,730,000.00
Total Long Term Liabilities	27,990,000.00
Total Liabilities	27,990,000.00
TOTAL LIABILITIES & EQUITY	<u>27,990,000.00</u>

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05/23/22

Accrual Basis

Southern Grove CDD 2

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	42,365.80	45,006.33	-2,640.53	94.1%
01-3830 · Assessment Fees	0.00	-1,800.25	1,800.25	0.0%
01-3831 · Assessment Discounts	0.00	-1,800.25	1,800.25	0.0%
01-9410 · Interest Income (GF)	0.12			
Total Income	42,365.92	41,405.83	960.09	102.3%
Expense				
01-1308 · Dissemination Agent	0.00	269.50	-269.50	0.0%
01-1310 · Engineering	17,369.57	15,720.70	1,648.87	110.5%
01-1311 · Management Fees	1,837.17	2,795.59	-958.42	65.7%
01-1315 · Legal Fees	2,733.15	4,311.97	-1,578.82	63.4%
01-1317 · Travel and Per Diem	36.15	44.92	-8.77	80.5%
01-1318 · Assessment/Tax Roll	0.00	539.00	-539.00	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1440 · Rents & Leases	1,119.48	1,482.24	-362.76	75.5%
01-1450 · Insurance	5,978.00	5,300.00	678.00	112.8%
01-1480 · Legal Advertisements	85.14	341.36	-256.22	24.9%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	11.69	179.67	-167.98	6.5%
01-1513 · Postage and Delivery	41.67	44.92	-3.25	92.8%
01-1514 · Office Supplies	14.44	89.83	-75.39	16.1%
01-1516 · Copies	68.07	224.58	-156.51	30.3%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	0.00	0.00	0.0%
01-1600 · TIM Operations	0.00	0.00	0.00	0.0%
01-1772 · SAD/TIF Rebate Analysis	6,083.34	2,336.55	3,746.79	260.4%
Total Expense	35,990.37	41,405.83	-5,415.46	86.9%
Net Income	6,375.55	0.00	6,375.55	100.0%

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Accrual Basis

Southern Grove CDD 2

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1076	556.92
Total Checking/Savings	556.92
Other Current Assets	
01-8200 · Due From CDD1	19,853.19
Total Other Current Assets	19,853.19
Total Current Assets	20,410.11
TOTAL ASSETS	20,410.11
LIABILITIES & EQUITY	
Equity	
30000 · Net Assets, Unrestricted	36,146.13
99-9999 · Retained Earnings	-22,111.57
Net Income	6,375.55
Total Equity	20,410.11
TOTAL LIABILITIES & EQUITY	20,410.11

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05/24/22

Accrual Basis

Southern Grove CDD 3

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	69,262.39	74,575.21	-5,312.82	92.9%
01-3830 · Assessment Fees	0.00	-2,983.01	2,983.01	0.0%
01-3831 · Assessment Discounts	0.00	-2,983.01	2,983.01	0.0%
Total Income	69,262.39	68,609.19	653.20	101.0%
Expense				
01-1308 · Dissemination Agent	0.00	527.79	-527.79	0.0%
01-1310 · Engineering	33,256.63	30,789.21	2,467.42	108.0%
01-1311 · Management Fees	3,517.55	5,475.20	-1,957.65	64.2%
01-1315 · Legal Fees	5,233.02	8,445.04	-3,212.02	62.0%
01-1317 · Travel and Per Diem	69.22	87.97	-18.75	78.7%
01-1318 · Assessment/Tax Roll	0.00	1,055.63	-1,055.63	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1440 · Rents & Leases	2,143.42	2,902.98	-759.56	73.8%
01-1450 · Insurance	5,706.00	5,300.00	406.00	107.7%
01-1480 · Legal Advertisements	163.02	668.57	-505.55	24.4%
01-1511 · Bank Fees	0.00			
01-1512 · Miscellaneous	22.38	351.88	-329.50	6.4%
01-1513 · Postage and Delivery	79.80	87.97	-8.17	90.7%
01-1514 · Office Supplies	27.65	175.94	-148.29	15.7%
01-1516 · Copies	130.34	439.85	-309.51	29.6%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1600 · TIM Operations	0.00			
01-1772 · SAD/TIF Rebate Analysis	11,647.46	4,576.16	7,071.30	254.5%
Total Expense	62,608.99	68,609.19	-6,000.20	91.3%
Net Income	6,653.40	0.00	6,653.40	100.0%

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05/24/22

Accrual Basis

Southern Grove CDD 3

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1084	50.60
Total Checking/Savings	50.60
Other Current Assets	
01-8200 · Due From CDD1	13,049.06
Total Other Current Assets	13,049.06
Total Current Assets	13,099.66
TOTAL ASSETS	13,099.66
LIABILITIES & EQUITY	
Equity	
01-8801 · Equity Transfer	0.13
99-9999 · Retained Earnings	6,446.13
Net Income	6,653.40
Total Equity	13,099.66
TOTAL LIABILITIES & EQUITY	13,099.66

Southern Grove CDD 4

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	82,803.75	93,300.02	-10,496.27	88.7%
01-3810 · Debt Assessment	0.00	200,225.21	-200,225.21	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-184,207.20	184,207.20	0.0%
01-3830 · Assessment Fees	0.00	-11,741.01	11,741.01	0.0%
01-3831 · Assessment Discounts	0.00	-11,741.01	11,741.01	0.0%
01-9405 · Stormwater Fees	33,656.26	33,211.13	445.13	101.3%
Total Income	116,460.01	119,047.14	-2,587.13	97.8%
Expense				
01-1308 · Dissemination Agent	0.00	445.63	-445.63	0.0%
01-1310 · Engineering	30,702.95	25,995.01	4,707.94	118.1%
01-1311 · Management Fees	3,247.44	4,622.64	-1,375.20	70.3%
01-1315 · Legal Fees	4,831.19	7,130.06	-2,298.87	67.8%
01-1317 · Travel and Per Diem	63.91	74.27	-10.36	86.1%
01-1318 · Assessment/Tax Roll	0.00	891.26	-891.26	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	1,340.56	-1,340.56	0.0%
01-1440 · Rents & Leases	1,978.83	2,450.96	-472.13	80.7%
01-1450 · Insurance	5,435.00	5,100.00	335.00	106.6%
01-1480 · Legal Advertisements	150.50	564.46	-413.96	26.7%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	20.66	297.09	-276.43	7.0%
01-1513 · Postage and Delivery	73.67	74.27	-0.60	99.2%
01-1514 · Office Supplies	25.52	148.54	-123.02	17.2%
01-1516 · Copies	120.33	371.36	-251.03	32.4%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1520 · Security	0.00	3,321.11	-3,321.11	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	220.55	1,443.68	-1,223.13	15.3%
01-1600 · TIM Operations	0.00	0.00	0.00	0.0%
01-1772 · TIF/SAD Rebate Analysis	10,753.08	3,863.60	6,889.48	278.3%
01-1801 · Landscaping Maintenance	1,819.61	3,869.10	-2,049.49	47.0%
01-1802 · Tree/Plant Replacement & Trim	0.00	2,989.00	-2,989.00	0.0%
01-1805 · Stormwater Management (GF)	2,147.74	4,151.39	-2,003.65	51.7%
01-1807 · Irrigation Parts & Repair	4.86	664.22	-659.36	0.7%
01-1808 · Irrigation	0.00	166.06	-166.06	0.0%
01-1809 · Field Management	510.64	1,328.45	-817.81	38.4%
01-1810 · Engineering / Inspections	0.00	14,529.87	-14,529.87	0.0%
01-1812 · Signage & Amenities Repair	21.61	830.28	-808.67	2.6%
01-1814 · Electricity	68.91	2,075.70	-2,006.79	3.3%
01-1815 · Miscellaneous Maintenance	4,409.79	0.00	4,409.79	100.0%
01-1816 · Building Maintenance	0.00	83.03	-83.03	0.0%
01-1817 · Common Area Maintenance	45.68			
01-1818 · Fountain Maintenance & Chemical	676.14	830.28	-154.14	81.4%
01-1820 · Contingency	0.00	8,302.78	-8,302.78	0.0%
01-1822 · Pest Control	4.10	166.06	-161.96	2.5%
01-1823 · Mitigation Maintenance	3,811.98	6,808.28	-2,996.30	56.0%
01-1825 · Lake Maintenance	1,500.49	3,736.25	-2,235.76	40.2%
01-1827 · Sidewalk Cleaning	0.00	2,490.83	-2,490.83	0.0%
01-1828 · Streetlight Maintenance	0.00	166.06	-166.06	0.0%
Total Expense	73,257.68	119,047.14	-45,789.46	61.5%
Net Income	43,202.33	0.00	43,202.33	100.0%

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05/24/22

Accrual Basis

Southern Grove CDD 4

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1092	50.60
Total Checking/Savings	50.60
Other Current Assets	
01-8200 · Due From CDD1	105,515.04
Total Other Current Assets	105,515.04
Total Current Assets	105,565.64
TOTAL ASSETS	105,565.64
LIABILITIES & EQUITY	
Equity	
01-8801 · Equity Transfer	0.13
99-9999 · Retained Earnings	62,363.18
Net Income	43,202.33
Total Equity	105,565.64
TOTAL LIABILITIES & EQUITY	105,565.64

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05/24/22

Accrual Basis

Southern Grove CDD 5

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	374,033.82	416,641.75	-42,607.93	89.8%
01-3810 · Debt Assessment	0.00	704,605.00	-704,605.00	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-648,236.60	648,236.60	0.0%
01-3830 · Assessment Fees	0.00	-44,849.87	44,849.87	0.0%
01-3831 · Assessment Discounts	0.00	-44,849.87	44,849.87	0.0%
01-6000 · Developer Contribution	0.00	1,113,700.00	-1,113,700.00	0.0%
01-9405 · Stormwater Fees	563,486.30	350,453.98	213,032.32	160.8%
01-9410 · Interest Income (GF)	6.04			
Total Income	937,526.16	1,847,464.39	-909,938.23	50.7%
Expense				
01-1308 · Dissemination Agent	0.00	1,082.33	-1,082.33	0.0%
01-1310 · Engineering	62,487.65	63,135.65	-648.00	99.0%
01-1311 · Management Fees	6,609.31	11,227.32	-4,618.01	58.9%
01-1315 · Legal Fees	9,832.61	17,317.21	-7,484.60	56.8%
01-1317 · Travel and Per Diem	130.07	180.38	-50.31	72.1%
01-1318 · Assessment/Tax Roll	0.00	2,164.65	-2,164.65	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	3,255.90	-3,255.90	0.0%
01-1332 · Field Management	8,549.43	14,018.16	-5,468.73	61.0%
01-1440 · Rents & Leases	4,027.38	5,952.79	-1,925.41	67.7%
01-1450 · Insurance	9,771.00	9,000.00	771.00	108.6%
01-1480 · Legal Advertisements	306.31	1,370.95	-1,064.64	22.3%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	42.06	721.55	-679.49	5.8%
01-1513 · Postage and Delivery	149.94	180.39	-30.45	83.1%
01-1514 · Office Supplies	51.95	360.78	-308.83	14.4%
01-1516 · Copies	244.91	901.94	-657.03	27.2%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1520 · Security	0.00	35,045.40	-35,045.40	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	3,692.68	3,506.35	186.33	105.3%
01-1600 · BEEP - Capital	0.00	720,000.00	-720,000.00	0.0%
01-1601 · BEEP - O&M	0.00	393,700.00	-393,700.00	0.0%
01-1772 · SAD/TIF Rebate Analysis	21,885.03	9,383.76	12,501.27	233.2%
01-1801 · Landscaping Maintenance	30,464.78	40,827.89	-10,363.11	74.6%
01-1802 · Tree/Plant Replacement & Trim	0.00	31,540.86	-31,540.86	0.0%
01-1805 · Stormwater Management (GF)	35,958.38	43,806.75	-7,848.37	82.1%
01-1806 · Lake Maintenance	25,122.01	39,426.07	-14,304.06	63.7%
01-1807 · Irrigation Parts & Repair	81.54	7,009.08	-6,927.54	1.2%
01-1808 · Irrigation	0.00	1,752.27	-1,752.27	0.0%
01-1810 · Engineering / Inspections	0.00	153,323.61	-153,323.61	0.0%
01-1812 · Signage & Amenities Repair	361.83	8,761.35	-8,399.52	4.1%
01-1814 · Electricity	1,153.74	21,903.37	-20,749.63	5.3%
01-1815 · Mitigation Maintenance	63,821.72	71,843.07	-8,021.35	88.8%
01-1816 · Building Maintenance	0.00	876.13	-876.13	0.0%
01-1817 · Common Area Maintenance	764.88			
01-1818 · Fountain Maintenance & Chemical	11,320.22	8,761.35	2,558.87	129.2%
01-1820 · Contingency	0.00	87,613.49	-87,613.49	0.0%
01-1822 · Pest Control	68.71	1,752.27	-1,683.56	3.9%
01-1826 · Streetlights	0.00	1,752.27	-1,752.27	0.0%
01-1829 · Sidewalk Cleaning/Repair	0.00	26,284.05	-26,284.05	0.0%
01-1830 · Misc Maintenance	73,830.52	0.00	73,830.52	100.0%
Total Expense	371,341.16	1,847,464.39	-1,476,123.23	20.1%
Net Income	566,185.00	0.00	566,185.00	100.0%

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05/24/22

Accrual Basis

Southern Grove CDD 5

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1106	3,286.78
Total Checking/Savings	3,286.78
Other Current Assets	
01-8154 · Deposits	4,256.00
01-8200 · Due From CDD1	1,148,847.18
01-8201 · Due from Other Funds	3,553.00
Total Other Current Assets	1,156,656.18
Total Current Assets	1,159,942.96
TOTAL ASSETS	1,159,942.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
01-2025 · Due to CDD1	-56,560.00
Total Other Current Liabilities	-56,560.00
Total Current Liabilities	-56,560.00
Total Liabilities	-56,560.00
Equity	
30000 · Opening Balance Equity	6,979.39
99-9999 · Retained Earnings	643,338.57
Net Income	566,185.00
Total Equity	1,216,502.96
TOTAL LIABILITIES & EQUITY	1,159,942.96

Southern Grove CDD 6

Profit & Loss Budget vs. Actual

October 2021 through April 2022

	Oct '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	67,973.48	103,342.43	-35,368.95	65.8%
01-3810 · Debt Assessment	0.00	64,432.95	-64,432.95	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-59,278.31	59,278.31	0.0%
01-3830 · Assessment Fees	0.00	-6,711.02	6,711.02	0.0%
01-3831 · Assessment Discounts	0.00	-6,711.02	6,711.02	0.0%
01-9405 · Stormwater Fees	18,009.57	16,334.90	1,674.67	110.3%
Total Income	85,983.05	111,409.93	-25,426.88	77.2%
Expense				
01-1308 · Dissemination Agent	0.00	632.78	-632.78	0.0%
01-1310 · Engineering	26,140.27	36,911.91	-10,771.64	70.8%
01-1311 · Management Fees	2,764.85	6,563.99	-3,799.14	42.1%
01-1315 · Legal Fees	4,113.24	10,124.41	-6,011.17	40.6%
01-1317 · Travel and Per Diem	54.41	105.46	-51.05	51.6%
01-1318 · Assessment/Tax Roll	0.00	1,265.55	-1,265.55	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	1,903.54	-1,903.54	0.0%
01-1440 · Rents & Leases	1,684.76	3,480.27	-1,795.51	48.4%
01-1450 · Insurance	5,706.00	5,300.00	406.00	107.7%
01-1480 · Legal Advertisements	128.13	801.52	-673.39	16.0%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	17.59	421.85	-404.26	4.2%
01-1513 · Postage and Delivery	62.72	105.46	-42.74	59.5%
01-1514 · Office Supplies	21.73	210.93	-189.20	10.3%
01-1516 · Copies	102.45	527.31	-424.86	19.4%
01-1518 · Web Site	437.50	750.00	-312.50	58.3%
01-1520 · Security	0.00	1,633.49	-1,633.49	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	118.02	2,049.97	-1,931.95	5.8%
01-1600 · BEEP	0.00	0.00	0.00	0.0%
01-1772 · SAD/TIF Rebate Analysis	9,155.10	5,486.16	3,668.94	166.9%
01-1801 · Landscaping Maintenance	973.68	1,903.02	-929.34	51.2%
01-1802 · Tree/Plant Replacement & Trim	0.00	1,470.14	-1,470.14	0.0%
01-1805 · Stormwater Management (GF)	1,149.26	2,041.86	-892.60	56.3%
01-1806 · Lake Maint	802.91	1,837.68	-1,034.77	43.7%
01-1807 · Irrigation Parts & Repair	2.60	326.70	-324.10	0.8%
01-1808 · Irrigation	0.00	81.67	-81.67	0.0%
01-1809 · Field Management	273.24	653.40	-380.16	41.8%
01-1810 · Engineering / Inspections	0.00	7,146.52	-7,146.52	0.0%
01-1812 · Signage & Amenities Repair	11.56	408.37	-396.81	2.8%
01-1814 · Electricity	36.87	1,020.93	-984.06	3.6%
01-1815 · Miscellaneous Maintenance	2,359.69			
01-1816 · Building Maintenance	0.00	40.84	-40.84	0.0%
01-1817 · Common Area Maintenance	24.44			
01-1818 · Fountain Maintenance & Chemical	361.80	408.37	-46.57	88.6%
01-1820 · Contingency	0.00	4,083.72	-4,083.72	0.0%
01-1822 · Pest Control	2.19	81.67	-79.48	2.7%
01-1825 · Mitigation Maintenance	2,039.80	3,348.65	-1,308.85	60.9%
01-1826 · Sidewalk Cleaning/Repair	0.00	1,225.12	-1,225.12	0.0%
01-1827 · Streetlight	0.00	81.67	-81.67	0.0%
Total Expense	58,719.81	111,409.93	-52,690.12	52.7%
Net Income	27,263.24	0.00	27,263.24	100.0%

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Accrual Basis

Southern Grove CDD 6

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1114	50.60
Total Checking/Savings	50.60
Other Current Assets	
01-8200 · Due From CDD1	67,618.16
Total Other Current Assets	67,618.16
Total Current Assets	67,668.76
TOTAL ASSETS	67,668.76
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	40,405.52
Net Income	27,263.24
Total Equity	67,668.76
TOTAL LIABILITIES & EQUITY	67,668.76