



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1-10**

**PORT ST. LUCIE
REGULAR BOARD MEETING
APRIL 5, 2023
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
www.southerngrovecdd7.org
www.southerngrovecdd8.org
www.southerngrovecdd9.org
www.southerngrovecdd10.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025012>
Meeting ID: 334 102 5012
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
April 5th, 2023
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 March 1st, 2023, Regular Board Meeting Minutes.....Page 2
 - 2. Approve and Ratify 2022 Bond Requisition (No. 4); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure).....Page 6
 - 3. Approve Assignment of Site Contractor Agreement to Southern Grove CDD No. 5; Becker Road Phase 2 – 2022 Projects.....Page 15
 - 4. Approve and Ratify Services Contract Between Treasure Coast Wildlife Trappers, LLC. and Southern Grove CDD No. 1.....Page 66
 - 5. Approval for WA #19-144-201; SW Tom Mackie Blvd Phase III.....Page 74
 - 6. Approval for WA #19-144-202; Cheney Brothers – Canal Banks.....Page 76
 - 7. Approval for WA #19-144-203; Accel International – Sign.....Page 78
- G. Old Business**
- H. New Business**
 - 1. Consider Resolution No. 2023-09 for District Nos. 4, 5, and 6; Election of Officers.....Page 80
 - 2. Consider Resolution No. 2023-06; A Joint Resolution of the Boards of Supervisors of Southern Grove CDD Nos. 1-10 Changing the Registered Agent and Registered Office for the Districts.....Page 83
- I. Administrative Matters**
 - 1. Manager's Report
 - 2. Attorney's Report
 - 3. Engineer's Report
 - 4. Financial Report
 - 5. Founder's Report
- J. Board Member Comments**

K. Adjourn

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6
FISCAL YEAR 2022/2023
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:

***October 5, 2022
November 2, 2022
December 7, 2022
*January 4, 2023
February 1, 2023
March 1, 2023
*April 5, 2023
May 3, 2023
June 7, 2023
*July 5, 2023
August 2, 2023
September 6, 2023**

An Irrigation 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 Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

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 09/23/22

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10

**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

March 1st, 2023

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of March 1st, 2023, was called to order at 10:36 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 September 23rd, 2022, as legally required.

David Rouleau took the Oath of Office and the meeting continued.

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 1-10		
Chairman/ Supervisor	Frank Covelli: #1,2,3,4,5,6,9	Present
Supervisor / Vice Chair	Tiffany Lewis #1,2,3,4,6,9	Present
Supervisor / Vice Chair	Steven Dassa: #1,2,3,5,9	Absent
Supervisor / Vice Chair	Tyler Gaffney: #1,2,5,9	Present
Supervisor / Vice Chair	David Graham: #3,4,5,6,7,8,10	Present
Supervisor	Stephen Okiye: #4,7,8,10	Via Zoom
Supervisor	Tara Toto: #1,2,9	Absent
Supervisor	Norm Ytkin: #6	Present
Chairman/ Supervisor	Jennifer Davis: #3,4,5,6,7,8,10	Present
Supervisor	Amy Eason: #7,8,10	Absent
Supervisor	Jeff Greenwalt: #7,8,10	Present
Supervisor	David Rouleau: #6	Present

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
District Engineer	Kelly Cranford	Culpepper and Terpening

Also present via Zoom were: District Manager - Andrew Karmeris with Special District Services, Inc. Present: Glen Torcivia and Susan Garrett with Torcivia, Donlon, Goddeau & Rubin, P.A.; Tony Palumbo with Mattamy Homes. (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

1. (H-3/New Business) Approve 2022 Bond Requisition No. 3; District No. 5

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve the agenda as Amended.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. CONSENT ITEMS

1. February 1, 2023, Regular Board Meeting

Minutes of the February 1, 2023, Regular Board Meeting

2. Approve and Ratify Centerline Services Contract for the D-08 Canal Drainage Connection, by CDD No. 1

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

G. OLD BUSINESS

Supervisor David Rouleau was recognized as having filled the vacancy of Seat 3 for CDD No. 6.

H. NEW BUSINESS

1. Proposal for Cost Sharing Agreement; Professional Consultant Services For Stormwater Fee Remittance Methodology Review

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Ms. Lewis and passed unanimously by CDD No. 1 to Approve the Cost Sharing Agreement; Professional Consultant Services for Stormwater Fee Remittance Methodology Review.

2. Resolution No. 2023-01 for District Nos. 7-10; Adopting Fiscal Year 2022-2023 Annual Meeting Schedule

Resolution No. 2023-01 was presented, entitled:

RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOUTHERN GROVE COMMUNITY DEVELOPMENT**

DISTRICT NO'S. 7-10 ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Ms. Lewis and passed unanimously by CDD No. 1 to Adopt Resolution No. 2023-01 for the Southern Grove CDD Nos. 7-10 Fiscal Year 2022-23 Annual Meeting Schedule.

3. 2022 Bond Requisition No. 3; District No. 5 Special Assessment Bonds; Series 2022-2 From Taxable Bond Account

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Ms. Davis and passed unanimously by CDD No. 5 to Approve Bond Requisition No. 3.

***Note:** At approximately 10:42a.m., Mr. Sakuma recessed the Regular Board Meeting and opened the Auditor Selection Committee Meeting.*

I. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Sakuma presented the proposals. The committee determined it was appropriate to recommend staff's suggestion of DiBartolomeo, McBee, Hartley & Barnes, P.A. Certified Public Accountants.

***Note:** At approximately 10:45a.m., Mr. Sakuma closed the Auditor Selection Committee Meeting and simultaneously reconvened the Regular Board Hearing.*

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Accept the recommendation of the Auditor Selection Committee and retain DiBartolomeo, McBee, Hartley & Barnes, P.A. as the financial auditor for the Districts for a period of three years, with two one-year renewal options, as offered in their proposal.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report.

2. Attorney's Report

Mr. Harrell had nothing further to report.

3. Engineer's Report

Ms. Cranford had nothing further to report.

4. Financial Report

Mr. Karmaris advised the finance report was included in the Board package and remained available for any questions.

5. Founder's Report

Mr. Palumbo had nothing further to report.

K. BOARD MEMBER COMMENTS

There Boards had no further comments.

L. ADJORNMENT

There being no further business to come before the Boards, Mr. Covelli adjourned the meeting at 10:46a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

REQUISITION NO. 4

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

**SPECIAL ASSESSMENT BONDS, SERIES 2022-1
(COMMUNITY INFRASTRUCTURE)**

and

**SPECIAL ASSESSMENT BONDS, SERIES 2022-2
(COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2022 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Eighth Supplemental Indenture, dated as of December 1, 2022 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **4**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$357,363.65**

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

1. This requisition is for a Cost of the 2022-1 CI Project payable from the 2022-1 Acquisition and Construction Subaccount and does **not** include any Cost related to the TIM Project **X**

AND/OR

This requisition is for a Cost of the 2022-2 CI Project payable from the 2022-2 Acquisition and Construction Subaccount _____

AND

2. Each disbursement set forth above is a proper charge against the 2022-1 Acquisition and Construction Subaccount or the 2022-2 Acquisition and Construction Subaccount, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2022-1 CI Project or 2022-2 CI Project, as applicable, or repayment of advances for 2022-2 CI Project, in either case, pursuant to a written agreement between the District and the other party named therein receiving payment 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**

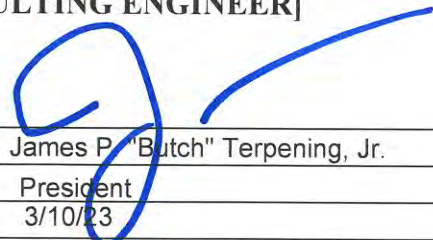
By: 
Responsible Officer

Date: 3/10/23

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, 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 2022-1 CI Project and/or 2022-2 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 2022-1 CI Project and/or 2022-2 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

[CONSULTING ENGINEER]

By: 
Name: James P. "Butch" Terpening, Jr.
Title: President
Date: 3/10/23

PAYMENT APPLICATION

Page 1

To: Mattamy Palm Beach, LLC
1500 Gateway Boulevard Suite 200
Boynton Beach, FL 33426

PROJECT NAME: Becker Road West - Phase 2 Extension
AND LOCATION: Becker Road West of Tradition Pkwy

APPLICATION #: 2 Invoice #: 221400-02

PROJECT #: 221400

DATE OF CONTRACT: 12/20/2022

PERIOD THRU: 2/28/2023

FROM: Guettler Brothers Construction LLC
4401 Whiteway Dairy Rd
Fort Pierce, FL 34947

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page(s) is attached.

1. CONTRACT AMOUNT	\$ 6,057,117.50
2. SUM OF ALL CHANGE ORDERS	\$ -
3. CURRENT CONTRACT AMOUNT	\$ 6,057,117.50
4. TOTAL COMPLETED & STORED	\$ 453,267.82
5. RETAINAGE:	
a. 10% of Completed Work	\$ 45,326.78
b. 0% of Materials Stored	\$ -
TOTAL RETAINAGE	\$ 45,326.78
6. TOTAL COMPLETED & STORED LESS RETAINAGE	\$ 407,941.04
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$ 50,577.39
8. PAYMENT DUE	\$ 357,363.65
9. BALANCE TO COMPLETION	\$ 5,649,176.46

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction LLC

By:

Benjamin Guettler
Benjamin Guettler

Date: 3/9/2023
3/9/2023

State of: Florida

County of: Saint Lucie

Subscribed and sworn to before me this 28 day of February 2023

Notary Public: Sharon M. Morris
My Commission Expires: 7/31/2026



ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

\$ 357,363.65

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:

By:

Sharon M. Morris

Date:

3/9/2023

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

Application #:

02

Invoice Date:

2/28/23

CONTRACT AMOUNT				PREVIOUSLY COMPLETED				CURRENTLY COMPLETED				COMPLETED TO DATE				BALANCE TO COMPLETE			
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent
PROJECT ADMINISTRATION																			
A.																			
1	101-1A	30010	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	1.00	LS	17,930.88	17,930.88	0.25	4,482.72	25%	0.20	3,586.18	20%	0.45	8,068.90	45%	0.55	9,881.98	55%
2	101-1B	30010	PRE-CONSTRUCTION VIDEO	1.00	LS	436.32	436.32	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	436.32	100%
3	102-1	30010	MAINTENANCE OF TRAFFIC	1.00	LS	6,130.33	6,130.33	0.00	0.00	0%	0.20	1,226.07	20%	0.20	1,226.07	20%	0.80	4,904.26	80%
4		30010	Survey & Asbuilts	1.00	LS	35,933.57	35,933.57	0.05	1,796.68	5%	0.10	3,593.36	10%	0.15	5,390.04	15%	0.85	30,543.53	85%
			SUBTOTAL				60,431.10		6,279.40			8,405.60			14,585.00			45,746.10	

EROSION CONTROL																			
B.																			
1	104-10-3	30030	SEDIMENT BARRIER	17,580.00	LF	1.64	28,798.40	3,500.00	5,740.00	20%	2,000.00	3,280.00	11%	5,500.00	9,020.00	31%	12,060.00	19,778.40	69%
2	104-11	30030	FLOATING TURBIDITY BARRIER	200.00	LF	10.91	2,182.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	200.00	2,182.00	100%
3	104-12	30030	STAKED TURBIDITY BARRIER	0.00	LF	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	0.00	0.00	0%
4	104-15	30030	SOIL TRACKING PREVENTION DEVICE	1.00	EA	14,050.77	14,050.77	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	14,050.77	100%
5	104-18	30030	INLET PROTECTION SYSTEM	23.00	EA	81.81	1,881.63	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	23.00	1,881.63	100%
			SUBTOTAL				46,912.80		5,740.00			3,280.00			9,020.00			37,892.80	

EARTHWORK																			
C.																			
1	110-1	30510	CLEARING & GRUBBING	20.10	AC	2,945.18	59,198.12	15.00	44,177.70	75%	3.00	8,835.54	15%	18.00	53,013.24	90%	2.10	6,184.88	10%
2	120-1	30510	REGULAR EXCAVATION	4,160.00	CY	7.44	30,950.40	0.00	0.00	0%	400.00	2,976.00	10%	400.00	2,976.00	10%	3,760.00	27,974.40	90%
3	120-3	30510	LATERAL DITCH EXCAVATION	6,750.00	CY	7.44	50,220.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	6,750.00	50,220.00	100%
4	120-6	30510	EMBANKMENT	62,810.00	CY	5.80	364,298.00	0.00	0.00	0%	35,000.00	203,000.00	56%	35,000.00	203,000.00	56%	27,810.00	161,298.00	44%
			SUBTOTAL				504,666.52		44,177.70			214,811.54			258,989.24			245,877.28	

PAVING																			
D.																			
1	160-4	31030	TYPE B STABILIZATION (12" THICK)	35,772.00	SY	4.00	143,088.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	35,772.00	143,088.00	100%
2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	32,543.00	SY	19.50	634,588.50	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	32,543.00	634,588.50	100%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

Application #:

02

Invoice Date:

2/28/23

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount
3	327-70-1	31030	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	1,118.00	SY	12.00	13,416.00	0.00		0.00		0%	0.00	0.00	0%	1,118.00	13,416.00	100%
4	394-1-13	31030	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (3" THICK)	5,280.40	TON	173.44	915,832.58	0.00		0.00		0%	0.00	0.00	0%	5,280.40	915,832.58	100%
5	337-7-82	31050	ASPHALTIC CONC. FC TRAFFIC C (SP-9.5) (1.5" THICK)	2,640.30	TON	244.01	644,259.60	0.00		0.00		0%	0.00	0.00	0%	2,640.30	644,259.60	100%
6	337-7-82B	31050	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5) (1" THICK OVERLAY)	44.00	TON	244.01	10,736.44	0.00		0.00		0%	0.00	0.00	0%	44.00	10,736.44	100%
7	520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	9,950.00	LF	15.00	149,250.00	0.00		0.00		0%	0.00	0.00	0%	9,950.00	149,250.00	100%
8	522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	11,793.00	SY	42.50	501,202.50	0.00		0.00		0%	0.00	0.00	0%	11,793.00	501,202.50	100%
9	522-2	31040	CONCRETE DRIVEWAY, 6" THICK	100.00	SY	54.63	5,463.00	0.00		0.00		0%	0.00	0.00	0%	100.00	5,463.00	100%
10	527-2	31240	DEFECTABLE WARNINGS	96.00	SF	27.35	2,625.60	0.00		0.00		0%	0.00	0.00	0%	96.00	2,625.60	100%
11	570-1-1	33210	PERFORMANCE TURF, SEED & MULCH	24,440.00	SY	0.62	15,152.80	0.00		0.00		0%	0.00	0.00	0%	24,440.00	15,152.80	100%
12	570-1-2A	33210	PERFORMANCE TURF, ST. AUGUSTINE SOD (NO BID NO IRRIGATION)	41,754.00	SY	0.00	0.00	0.00		0.00		0%	0.00	0.00	0%	41,754.00	0.00	0%
13	570-1-2B	33210	PERFORMANCE TURF, BAHIA SOD	16,738.00	SY	2.17	36,321.46	0.00		0.00		0%	0.00	0.00	0%	16,738.00	36,321.46	100%
			SUBTOTAL				3,071,936.48			0.00			0.00			3,071,936.48		

E.			DRAINAGE																
1	400-1-2	31010	Endwall 48" & 36"	1.00	EA	18,515.20	18,515.20	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	18,515.20	100%
2	400-1-2	31010	Endwall 36"	1.00	EA	10,229.40	10,229.40	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	10,229.40	100%
3	425-1-361	31010	INLETS, CURB, TYPE P-6, < 10'	14.00	EA	8,000.20	112,002.80	0.00	0.00	0%	3.50	28,000.70	25%	3.50	28,000.70	25%	10.50	84,002.10	75%
4	425-1-369	31010	INLETS, CURB, TYPE P-6, MODIFIED (REPLACE TOP)	4.00	EA	6,238.00	24,952.00	0.00	0.00	0%	4.00	24,952.00	100%	4.00	24,952.00	100%	0.00	0.00	0%
6	425-2-61	31010	MANHOLE P-8, <10'	12.00	EA	5,765.78	69,189.36	0.00	0.00	0%	4.50	25,946.01	38%	4.50	25,946.01	38%	7.50	43,243.35	62%
7	425-2-91A	31010	MANHOLE 1-8, <10'	5.00	EA	14,208.26	71,041.30	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	5.00	71,041.30	100%
9	430-174-115	31010	PIPE CULVERT, HPPP, ROUND, 15"	280.00	LF	42.86	11,944.80	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	280.00	11,944.80	100%
10	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	641.00	LF	61.26	39,267.66	0.00	0.00	0%	227.00	13,906.02	35%	227.00	13,906.02	35%	414.00	25,361.64	65%
11	430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	1,249.00	LF	75.47	94,262.03	0.00	0.00	0%	509.00	38,414.23	41%	509.00	38,414.23	41%	740.00	55,847.80	59%
12	430-174-130	31010	PIPE CULVERT, HPPP, ROUND, 30"	496.00	LF	123.00	61,008.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	496.00	61,008.00	100%
13	430-174-136	31010	PIPE CULVERT, HPPP, ROUND, 36"	941.00	LF	143.63	135,155.83	0.00	0.00	0%	274.00	39,354.62	29%	274.00	39,354.62	29%	667.00	95,801.21	71%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

Payment Application containing Contractor's signature is attached.										PROJECT: Becker Road West - Phase 2 Extension			Application #:		Invoice Date:				
										02			2/28/23						
				CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent
14	430-174-142	31010	PIPE CULVERT, HPP, ROUND, 42"	60.00	LF	166.28	9,976.80	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	60.00	9,976.80	100%
15	430-174-148	31010	PIPE CULVERT, HPP, ROUND, 48"	38.00	LF	227.62	8,649.56	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	38.00	8,649.56	100%
18	446-1-1	31010	EDGEDRAIN DRAINCRETE, STANDARD	19,580.00	LF	22.79	446,228.20	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	19,580.00	446,228.20	100%
19	530-3-5	31010	RIP-RAP RUBBLE, DITCH LINING	120.00	CY	122.15	14,658.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	120.00	14,658.00	100%
SUBTOTAL							1,127,080.94		0.00			170,573.58			170,573.58			956,507.36	

F.			SIGNING & PAVEMENT MARKING										
1	102-71-16	31240	TEMPORARY BARRIER, F&I, FREE STAND WATER FILLED	380.00	LF	104.45	39,691.00	0.00	0.00	0%	0.00	0.00	0%
2	700-1-11A	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (RL-1 STOP)	1.00	EA	481.30	481.30	0.00	0.00	0%	0.00	0.00	0%
3	700-1-11B	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (R2-1 SPEED LIMIT)	9.00	EA	53.48	481.32	0.00	0.00	0%	0.00	0.00	0%
4	700-1-11C	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (OML-1 YELLOW 9 BUTTON)	22.00	EA	322.69	7,099.18	0.00	0.00	0%	0.00	0.00	0%
5	700-1-11D	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (LEFT LANE ENDS)	2.00	EA	240.65	481.30	0.00	0.00	0%	0.00	0.00	0%
6	700-1-11E	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (MERGE RIGHT)	1.00	EA	481.30	481.30	0.00	0.00	0%	0.00	0.00	0%
7	700-1-11E	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (LEFT TURN)	2.00	EA	240.65	481.30	0.00	0.00	0%	0.00	0.00	0%
8	700-1-11F	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (U TURN ONLY)	2.00	EA	240.65	481.30	0.00	0.00	0%	0.00	0.00	0%
9	700-1-60	31240	SINGLE POST SIGN, REMOVE	13.00	EA	2.10	27.30	0.00	0.00	0%	0.00	0.00	0%
10	706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	852.00	EA	4.92	4,191.84	0.00	0.00	0%	0.00	0.00	0%
11	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	10,280.00	LF	2.19	22,513.20	0.00	0.00	0%	0.00	0.00	0%
12	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	935.00	LF	1.64	1,533.40	0.00	0.00	0%	0.00	0.00	0%
13	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	1,092.00	LF	3.28	3,581.76	0.00	0.00	0%	0.00	0.00	0%
14	711-11-140A	31240	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6" (10' - 30')	840.00	LF	0.93	781.20	0.00	0.00	0%	0.00	0.00	0%
15	711-11-160A	31240	THERMOPLASTIC, STANDARD, WHITE, MERGE MESSAGE	2.00	EA	164.08	328.16	0.00	0.00	0%	0.00	0.00	0%
16	711-11-160B	31240	THERMOPLASTIC, STANDARD, WHITE, STOP MESSAGE	1.00	EA	164.08	164.08	0.00	0.00	0%	0.00	0.00	0%
17	711-11-170A	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	10.00	EA	164.08	1,640.80	0.00	0.00	0%	0.00	0.00	0%
18	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	11,040.00	LF	2.19	24,177.60	0.00	0.00	0%	0.00	0.00	0%
												24,177.60	100%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

Application #:

02

Invoice Date:

2/28/23

			CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Percent
19	711-11-224	31240	THERMOPLASTIC STANDARD, YELLOW, SOLID, 18"	670.00	LF	0.38	254.60	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
20	711-11-241	31240	THERMOPLASTIC STANDARD, YELLOW, DOT/GUIDE 6"	728.00	LF	3.28	2,387.84	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
SUBTOTAL							111,289.78		0.00			0.00			0.00		111,289.78

G.			STREET LIGHTING														
1	715-1-113		CONDUCTOR (F&I) (INSULATED) (NO. 6)	0.00	LF	2.50	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
2	715-1-113A		CONDUCTOR (F&I) (INSULATED) (NO.6G)	0.00	LF	2.50	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
3	715-2-115		2" CONDUIT (F&I) (UNDERGRD, PVC SCHEDULE 40)	0.00	LF	4.50	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
4	715-7-11		LOAD CENTER (F&I) (SECONDARY VOLTAGE)	0.00	EA	10,500.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
5	635-2-11		PULL & SPLICE BOX (F&I) 13" x 24" COVER	0.00	EA	200.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
6	715-516-115		LIGHTING POLE COMPLETE (F&I) POLE TOP MNT, 15'	0.00	EA	6,500.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
7			CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	0.00	LS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
8			ALL REQUIRED TESTING (INCLUDING BACKFILL DENSITIES)	0.00	LS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
0			STREET LIGHTING SUBTOTAL	0.00	0	0.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	0%
SUBTOTAL							0.00		0.00			0.00			0.00		0.00

1			UTILITY EXTENSIONS														
2	633-112	31010	FIBER OPTIC CABLE (F&I) 96 STRAND	3,450.00	LF	6.56	22,632.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
3	715-2-115	31010	2" CONDUIT (F&I) (UNDERGRD, PVC SCHEDULE 40)	11,750.00	LF	10.85	127,487.50	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
4	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	8.00	EA	1,248.10	9,984.80	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
5	1050-31206A	31020	UTILITY PIPE,PVC, F&I, 6" WATER MAIN	298.00	LF	39.38	11,735.24	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
6	1050-31206B	31010	UTILITY PIPE,PVC, F&I, 6" FORCE MAIN	143.00	LF	39.38	5,631.34	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
7	1050-31208	31020	UTILITY PIPE,PVC, F&I, 8" WATER MAIN	454.00	LF	55.79	25,328.66	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
8	1050-31212A	31020	UTILITY PIPE,PVC, F&I, 12" WATER MAIN	3,540.00	LF	94.07	333,007.80	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%
9	1050-31212B	31010	UTILITY PIPE,PVC, F&I, 12" FORCE MAIN	3,450.00	LF	94.07	324,541.50	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	100%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

Application #:

02

Invoice Date:

2/28/23

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT				PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	
10	1055-31112	31020	UTILITY FITTINGS FOR PVC PIPE	2.00	TON	3,255.35	6,510.70	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	2.00	6,510.70	100%
11	1055-31512	31020	UTILITY FITTINGS FOR PVC PIPE, CAP, 12" (RESTRAINED)	2.00	EA	5,611.55	11,223.10	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	2.00	11,223.10	100%
12	1080-24112A	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" WATER MAIN	7.00	EA	2,723.73	19,066.11	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	7.00	19,066.11	100%
13	1080-24112B	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" FORCE MAIN	1.00	EA	495.52	495.52	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	1.00	495.52	100%
14	1080-24112C	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 8" WATER MAIN	6.00	EA	6,583.99	39,503.94	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	6.00	39,503.94	100%
15	1080-24112D	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" WATER MAIN	9.00	EA	6,156.29	55,406.61	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	9.00	55,406.61	100%
16	1080-24112E	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" FORCE MAIN	3.00	EA	28,984.23	86,952.69	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	3.00	86,952.69	100%
17	1080-24150	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, BLOW OFF	3.00	EA	2,612.16	7,836.48	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	3.00	7,836.48	100%
18	1080-32112A	31020	UTILITY FIXTURE - SAMPLE POINT	8.00	EA	495.52	3,964.16	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	8.00	3,964.16	100%
19	1080-32112B	31020	UTILITY FIXTURE - JUMPER	1.00	EA	6,583.99	6,583.99	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	1.00	6,583.99	100%
0	1644-112-6	31020	FIRE HYDRANT ASSEMBLY	6.00	EA	6,156.29	36,937.74	0.00		0.00	0%		0.00	0%	0.00	0.00	0%	6.00	36,937.74	100%
SUBTOTAL							1,134,829.88		0.00				0.00			0.00			1,134,829.88	

			ORIGINAL CONTRACT TOTAL				6,057,117.50					56,197.10			397,070.72			453,267.82		5,603,648.68
			TOTAL WORK COMPLETED				6,057,117.50					56,197.10			397,070.72			453,267.82		5,603,648.68

COST CODE SUMMARY

TO:	Mattamy Palm Beach, LLC 1500 Gateway Boulevard Suite 200 Boynton Beach, FL 33426	PROJECT NAME Becker Road West - Phase 2 Extension AND LOCATION: Becker Road West of Tradition Pkwy	APPLICATION #: 2	Invoice #: 221400-02
FROM:	Guettler Brothers Construction LLC 4401 Whiteway Dairy Rd Fort Pierce, FL 34947	PROJECT #: 221400	PERIOD THRU: 2/28/2023	
		DATE OF CONTRACT: 12/20/2022		

OWNER'S COST CODE SUMMARY - WORK COMPLETED

No.	Cost Code	Description	Contract			Previously Completed			Completed this Invoice			Completed to Date			Remaining on Contract			Retainage	
			Amount	Amount	Percent	Amount	Percent	Amount	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Percent	Amount	Amount
	30010		60,431.10	6,279.40	10%	8,405.60	14%	14,685.00	24%	45,746.10	76%	10%	1,468.50						
	30030		46,912.80	5,740.00	12%	3,280.00	7%	9,020.00	19%	37,892.80	81%	10%	902.00						
	30510		504,666.52	44,177.70	9%	214,811.54	43%	258,989.24	51%	245,677.28	49%	10%	25,898.92						
	31010		1,712,642.77	0.00	0%	170,573.58	10%	170,573.58	10%	1,542,069.19	90%	10%	17,057.36						
	31020		549,268.05	0.00	0%	0.00	0%	0.00	0%	549,268.05	100%	10%	-						
	31030		1,706,925.08	0.00	0%	0.00	0%	0.00	0%	1,706,925.08	100%	10%	-						
	31040		506,665.50	0.00	0%	0.00	0%	0.00	0%	506,665.50	100%	10%	-						
	31045		149,250.00	0.00	0%	0.00	0%	0.00	0%	149,250.00	100%	10%	-						
	31050		654,996.04	0.00	0%	0.00	0%	0.00	0%	654,996.04	100%	10%	-						
	31240		113,885.38	0.00	0%	0.00	0%	0.00	0%	113,885.38	100%	10%	-						
	33210		51,474.26	0.00	0%	0.00	0%	0.00	0%	51,474.26	100%	10%	-						
Original Contract Total			6,057,117.50	56,197.10	1%	397,070.72	7%	453,267.82	7%	5,603,849.68	93%		45,326.78						

APPROVED CHANGE ORDERS:																			
No.	Cost Code	Description	Amount	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Amount
Total Approved Change Orders			0.00	0.00	0%	0.00	0%	0.00	0%	0.00	0%	0.00	0%	0.00					0.00

CURRENT CONTRACT TOTAL			6,057,117.50	56,197.10	1%	397,070.72	7%	453,267.82	7%	5,603,849.68	93%		45,326.78						
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**ASSIGNMENT OF SITE CONTRACTOR AGREEMENT TO
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

[Becker Road Phase 2—2022 Projects]

THIS ASSIGNMENT is made *FROM* **Mattamy Palm Beach LLC**, a Delaware limited liability company (“Mattamy”), *TO* **Southern Grove Community Development District No. 5**, a community development district organized and existing in accordance with Chapter 190, Florida Statutes (“District No. 5”), acting in accordance with the Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded in Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended (“District Interlocal Agreement”), for itself and under delegated authority from each of the “Other Districts” (as defined in the District Interlocal Agreement), *WITH THE CONSENT AND CONCURRENCE OF* **Guettler Brothers Construction, LLC**, a Florida limited liability company.

RECITALS

A. District No. 5 has entered into a Master Trust Indenture (“Master Indenture”) dated December 17, 2014, with U.S. Bank National Association, as Trustee (“Initial Trustee”), to secure the issuance from time to time of its “Bonds” in one or more “Series” (both as defined in the Master Indenture). District No. 5 and U.S. Bank Trust Company, National Association, as successor in interest to the Initial Trustee (“Trustee”) have also entered into the Eighth Supplemental Trust Indenture supplementing the Master Indenture (“Eighth Supplemental Indenture”) dated as of December 1, 2022, providing for issuance by the Issuer of its Special Assessment Bonds, Series 2022 (Community Infrastructure) (“2022 Bonds”), the proceeds of which are to be applied, together with other legally available funds of the Issuer, to pay, among other matters, all or a portion of the Costs of the 2022 Projects (defined below).

B. The “2022 Projects” means the construction, acquisition, equipping, and/or improvement of all or a portion of the public infrastructure improvements and facilities comprising Community Infrastructure described in the Supplemental Engineer’s Report (as defined in the Eighth Supplemental Indenture), as the same may be modified, amended, or supplemented. The 2022 Projects, in turn, include construction of Becker Road Phase 2 (as described in Section 2.3 of the Supplemental Engineer’s Report).

C. By that certain Improvement Acquisition Agreement—2022 CI Project, dated as of December 9, 2022 (“Improvement Acquisition Agreement”), Mattamy has agreed to secure the construction and conveyance to District No. 5 or other appropriate unit of local government of major components of the 2022 Projects, including construction and conveyance of Becker Road Phase 2.

D. By that certain Site Contractor Agreement dated effective December 2, 2022, between Mattamy, as “Owner,” and Guettler as “Contractor” (“Site Contractor Agreement”), Mattamy has contracted for construction of most or all of Becker Road Phase 2, a copy of which is attached as an exhibit to this Assignment.

E. Mattamy has requested that District No. 5 accept assignment of the Site Contractor Agreement for construction of Becker Road Phase 2, and District No. 5 has agreed to accept such assignment subject to the terms and conditions as set forth in its acceptance of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.


2. Assignment of Site Contractor Agreement. Mattamy, for itself and its successors and assigns, hereby (a) assigns to District No. 5, its successors and assigns, all right, title, and interest in and to the Site Contractor Agreement, which assignment shall be effective as of the date set forth below, (b) agrees to all terms and conditions of the acceptance of this Assignment by District No. 5, as set forth below, and (c) agrees to cooperate with District No. 5 to effect the meaning and intent of this Assignment, and to execute such further instruments as may be reasonably required to give full force to, and to implement the terms and conditions of, this Assignment. Upon performance by District No. 5 of all obligations required of Mattamy under the Site Contractor Agreement, District No. 5 shall be entitled to all rights and interests thereunder in the same manner and with the same effect as if District No. 5 had originally been named as "Owner" under such Agreement.

3. Effective Date. This Assignment shall become effective upon the last date of execution by or on behalf of (a) Mattamy, granting such Assignment and agreeing to all terms and conditions of acceptance by District No. 5, (b) District No. 5, accepting the Assignment subject to specified terms and conditions, and (c) Guettler, acknowledging its consent to and concurrence with the Assignment and agreeing to all terms and conditions of acceptance by District No. 5.


DATED this 7th day of March, 2023.

Witnesses


Print Name: Jason Corp


Print Name: Jason Corp

MATTAMY PALM BEACH LLC

By: 
Print Name: ANTHONY PALUMBO
Title: VICE PRESIDENT

ACCEPTANCE OF ASSIGNMENT

Southern Grove Community Development District No. 5, for itself and its successors and assigns, hereby accepts the foregoing assignment from Mattamy Palm Beach LLC of all right, title, and interest in and to the Site Contractor Agreement with Guettler Brothers Construction, LLC, subject to the following terms and conditions:

1. Limit of Obligation. The total obligation of District No. 5 to pay Guettler under the Site Contractor Agreement is limited to the funds available from proceeds of the Series 2022 Bonds in accordance with the provisions of the Eighth Supplemental Indenture.

2. Payments. Each payment to Guettler under the Site Contractor Agreement is subject to all requisition and other obligations and limitations set forth in both (a) the Eighth Supplemental Indenture for the Series 2022 Bonds and (b) the Improvement Acquisition Agreement.

3. Residual Obligation. Mattamy shall remain obligated under the Site Contractor Agreement for any and all amounts that (a) may become due to Guettler for any reason and (b) either (i) exceed funds available from proceeds of the Series 2022 Bonds or (ii) do not qualify for payment under the requisition and other obligations and limitations set forth in Eighth Supplemental Indenture or the Improvement Acquisition Agreement.

4. Revisions to Site Contractor Agreement. The Site Contractor Agreement shall be subject to the following supplemental provisions and modifications:

(a) Payments. All amounts due shall be payable (i) as provided in the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, and (ii) in full compliance with all requisition and other obligations and limitations set forth in both Eighth Supplemental Indenture for the Series 2022 Bonds and the Improvement Acquisition Agreement.

(b) Sovereign Immunity. Notwithstanding any other provision, District No. 5, as successor "Owner" under the Site Contractor Agreement, intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the liability of District No. 5 exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in the Site Contractor Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing in the Site Contractor Agreement shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

(c) Public Records. Guettler understands and agrees that all documents of any kind whatsoever provided to District No. 5 or received by Guettler in connection with the Site Contractor Agreement may be public records and, accordingly, Guettler agrees to comply with all applicable provisions of Florida law in handling such records. Guettler shall allow public access to all documents and other materials subject to the provisions of

Chapter 119, Florida Statutes, and made or received in conjunction with the Site Contractor Agreement.

(d) Conflicting Provisions. In the event of a conflict between the terms and conditions set forth in the Site Contractor Agreement and the supplemental provisions and modifications as set forth in this Acceptance of Assignment, the terms and conditions of these supplemental provisions and modifications shall govern.

DATED this ____ day of _____, 2023.

ATTEST:

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

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chair/Vice-Chair, Board of Supervisors

* * *

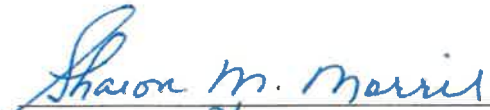
CONSENT AND CONCURRENCE OF CONTRACTOR

Guettler Brothers Construction, LLC, a Florida limited liability company, does hereby consent to and concur with the foregoing Assignment by Mattamy Palm Beach LLC to Southern Grove Community Development District No. 5 of the Site Contractor Agreement, and agrees to all terms and conditions of acceptance of such Assignment by District No. 5 as set forth above, including but not limited to the terms and conditions of the supplemental provisions and modifications to the Site Contractor Agreement.

DATED this 9th day of MARCH, 2023.

Witnesses

**GUETTLER BROTHERS
CONSTRUCTION, LLC**


Print Name: Sharon M. Morris

By: 
Print Name: Ben Guettler
Title: MANAGER


Print Name: Theresa De Ponte

* * *

EXHIBIT TO ASSIGNMENT
SITE CONTRACTOR AGREEMENT

MATTAMY PALM BEACH LLC
1500 Gateway Boulevard, Suite 220
Boynton Beach, FL 33426
Phone: 561-739-7902
Fax: 561-423-0202

SITE CONTRACTOR AGREEMENT

Name of Contractor: Guettler Brothers Construction, LLC Contractor No. _____

Type of entity (check one): ☒ LLC ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

Contractor's License No. _____ Federal I.D. No. 20-3608929

Social Security No. _____ Sales Tax No. _____

Business Address: 4401 Whiteway Dairy Road, Suite C, Fort Pierce, FL 34947

Business Phone: (772) 461-8345 Cellular Phone (772) 559-4232

Facsimile No. _____ Primary E-mail Address: Ben@GuettlerConstruction.com

Website: _____ Secondary E-Mail Address: _____

Owner: Benjamin Guettler Business Address for Owner: Same as Business Address

Owner's Authorized Representative: _____

This Site Contractor Agreement (the "**Agreement**") is made and entered into effective the 2nd day of December, 20 22 by and between **MATTAMY PALM BEACH LLC, a Delaware limited liability company**, ("**Owner**") and the Contractor identified above ("**Contractor**").

R E C I T A L S:

A. The Contractor will furnish all labor, equipment and/or materials necessary to fully complete the Scope of Work, attached hereto as Exhibit A (the "**Work**"), for the construction of the subdivision improvements on the property of Owner located at Becker Road West Ph 2 (the "**Project**") in Port St. Lucie, Florida (the "**City**" or "**Municipality**"). The Work to be performed by Contractor shall be in accordance with: (i) the plans and specifications prepared for the Project by Culpepper & Terpening, Inc. dated 10/14/2022, and any subsequent revisions thereto, with the latest revision on November 8, 20 22, and a complete listing of the plan sheets applicable to the Work is attached at Exhibit B (collectively the "**Plans**"); and (ii) the Contract Documents, as hereinafter defined and as further described in this Agreement;

B. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement;

C. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work; and

D. Owner has retained Stefan Matthes, P.E. as its Engineer of Record for the Project ("**Engineer**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement, Change Orders (as hereafter defined), the Plans, and the Exhibits attached to or referenced in this Agreement, the Contractor's bid dated 11/8/2022, and the Notice to Proceed (collectively, the "**Contract Documents**"). The Contract Documents shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between any of the Contract Documents, the provisions of this Agreement shall control. The Exhibits attached to this Agreement are:

- 1.1 **Exhibit A – Scope of Work**
- Exhibit B – List of Plan Sheets**
- Exhibit C – Draw and Payment Procedures and Policies**
- Exhibit D 1-4 – Form Lien Waivers**
- Exhibit E – Construction Schedule**
- Exhibit F – Special Conditions**
- Exhibit G – List of Materialmen and Subcontractors**
- Exhibit H – Safety Procedures and Project Rules and Regulations**
- Exhibit I – Payment Application**

2. **Description of Scope of Work.** Contractor agrees to furnish all supervision, labor, materials, equipment, tools, machinery, permits, certificates, bonds, supplies, transportation, services, equipment and other facilities required to complete the Work in compliance with all Contract Documents. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Owner.

3. **Date of Commencement and Time for Completion of the Work.** The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Contractor will achieve Substantial Completion of the Work within 365 calendar days after the date of commencement ("**Contract Time**"). As used in this Agreement, substantial completion ("**Substantial Completion**") shall mean the date upon which the authority having jurisdiction over the Work has issued a certificate of completion, or equivalent, allowing the Owner to fully occupy the site, construct homes at the Project, or otherwise fully utilize the Project for its intended purpose. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with Section 8 of this Agreement. The parties also recognize the delay, expense and difficulties involved in a legal proceeding to prove the actual loss suffered by Owner if the Work is not completed within the Contract Time and that these potential damages are, as of the date of execution of this Agreement, extremely difficult and impracticable to ascertain and calculate. Accordingly, Owner and Contractor agree that as liquidated damages for delay (not as a penalty, but as a reasonable estimate as of the date of execution of this Agreement) Contractor shall pay Owner \$ N/A for each calendar day that Substantial Completion is not achieved beyond the Contract Time.

4. **Contractor's Representations.** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project locality and all local conditions, laws and regulations that in any manner may affect cost, progress performance or furnishing of the Work. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition

shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and will be liable for the expense of correcting its own unsatisfactory performance.

4.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in any of the Contract Documents and accepts the determination set forth therein.

4.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the paragraph 4.2) which pertain to the subsurface or physical conditions at or contiguous to the Project site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes, unless specifically requested by the Contractor, in writing, prior to its execution of this Agreement.

4.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.5 Prior to starting each part of the Work, Contractor shall carefully study and compare the Contract Documents in order to check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may or should, with a reasonable exercise of due diligence, discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or with a reasonable exercise of due diligence should have known thereof.

4.6 Contractor shall maintain a foreman or superintendent on the Project, or such foreman/superintendent shall be available by phone with a designated competent lead person on site at all times when Contractor's Work is in progress to ensure that the Work is completed in strict accordance with the Contract Documents and that Contractor's employees are properly supervised. Contractor shall notify Owner prior to the commencement of the Work who Contractor's foreman or superintendent shall be and shall not change the foreman or superintendent without obtaining Owner's prior written consent. Contractor's foreman or superintendent shall be: (i) experienced, (ii) trained, (iii) knowledgeable as to the Work and (iv) shall be satisfactory to Owner.

4.7 Contractor warrants and represents that it and, where required by law, Contractor's subcontractors and other personnel performing services hereunder are properly licensed and shall remain properly licensed during the term hereof under all applicable laws and regulations for the performance of the Work. Contractor represents and warrants to Owner that it is properly licensed in the jurisdiction where the Project is located and where all Work is to be performed. Contractor shall at all times, at its own cost and expense, (i) maintain all licenses required by law, rule or regulation; (ii) pay all taxes and fees of every kind that may be imposed by any governmental authority; and (iii) keep itself fully informed of and comply with all federal and state laws, city and county ordinances, codes, along with any amendments thereto, and regulations which affect those employed on the Project, the materials to be used and the conduct of the Work. Further, Contractor warrants and represents that it shall use the HIGHEST TRADE PRACTICES to complete the Work in strict accordance with all such laws, ordinances, codes and regulations. If the Contract Documents do not conform to the requirements of the above-specified authorities, the requirements of such authorities shall prevail, and the Work shall be completed by Contractor in conformance with such requirements. Contractor, if not a sole proprietorship, shall maintain its legal status within all applicable jurisdictions as a business entity.

4.8 Contractor acknowledges that Owner ultimately intends to cause the construction of single-family residences on subdivision lots and other improvements at the Project and that the Project as constructed by Contractor will be suitable for the same. Contractor also acknowledges that Owner intends for the homes constructed to be conveyed to individual purchasers ("Homebuyer").

5. Contract Price and Payment.

5.1 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the Contract Price of \$ 6,057,117.50, subject to such additions and deductions as provided for herein (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this

Agreement, nor shall entrance and use by Owner constitute acceptance of the Work. Additionally, an application for payment signed or approved by Owner or Engineer shall not be construed as a waiver by Owner for Work defectively performed and shall not release Contractor from liability for defective work. Owner expressly reserves the right to inspect all Work or have others inspect all work prior to being obligated to make any payment due Contractor and to require correction of any unsatisfactory Work prior to payment.

5.2 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current draw and Payment Procedures and policies, as provided in Exhibit C ("**Payment Procedures**"). Contractor agrees to fully comply with the Payment Procedures as well as any reasonable changes to such Payment Procedures of which it is informed during the term of this Agreement. Owner shall make final payment to Contractor of the balance due to it under the Agreement within the time period specified in the Payment Procedures after Owner certifies that the Project has timely achieved Substantial Completion, Owner submits a written punchlist to Contractor and Contractor substantially completes all of the items on the punchlist. Contractor's final Application for Payment shall include the Final Payment Affidavit in accordance with Chapter 713, Florida Statutes and all final lien releases as required herein. Notwithstanding anything to the contrary herein, Owner is not required to make payment to Contractor of any amounts retained pursuant to the Agreement, if the reason giving rise to the right to retain the funds has not been satisfied by Contractor.

5.3 Deviations. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions hereof through a written Change Order (as defined herein). The Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Engineer's approval of a shop drawing or sample; or (ii) Engineer's written interpretation or clarification. Notwithstanding anything herein to the contrary, Contractor shall not, without the prior written consent of Owner, make any changes, additions, deletions, or substitutions in or to the Work, including the Plans related to the Work, nor shall Contractor perform any additional work without the prior written consent of Owner, it being understood that Contractor shall receive no payment for any additional or modified work unless Contractor first obtains Owner's prior written consent in the form of a written Change Order (as defined below) signed by Owner for such work.

5.4 Retention of Payments.

5.4.1 Standard Retention. Contractor agrees that Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All such retained funds shall be paid to the Contractor as provided for in the Payment Procedures.

5.4.2 Retention for Liens. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge the full amount of any liens recorded by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the lien.

5.4.3 Retention for Claims. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge any claims made by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for limitation reasonable attorney's fees which are actually incurred or maybe incurred as a result of the claim.

5.4.4 Retention for Lien Waivers. Owner may withhold payment to Contractor until Contractor has furnished a lien waiver for the portion of the Work performed on the Project for which payment is sought including lien waivers from all of Contractor's subcontractors, laborers, and/or materialmen of any tier. The form of all such waivers shall be in the form of that attached hereto as Exhibit D-1 through D-4 so as to assure that no lien may attach to the property on account of the Work for which payment is being made.

5.4.5 Retention for Default. In the event that any default or breach by Contractor occurs under any other unrelated contract or agreement between Contractor and Owner for a different project, such default or breach shall automatically be deemed to be a default under this Agreement. In addition to the remedies provided herein, Owner shall have the right to setoff and deduct any damages or costs incurred by Owner or any of Owner's affiliates, subsidiaries or parent corporation (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Owner shall in no event

relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

5.4.6 No Payment if Default Exists. Contractor shall not be entitled to receive payment under this Agreement if it is in default under this Agreement or any other unrelated agreement with Owner, or any of Owner's affiliates, subsidiaries or parent corporations.

5.4.7 Retention Pending Owner's Satisfaction with Work. In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to retain money due to Contractor or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a reasonable period of time as determined by Owner based upon the circumstances.

5.5 Use of Proceeds. Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose whatsoever.

6. Performance and Progress of the Work.

6.1 Contractor shall initiate performance of the Project within the time period set forth in the Notice to Proceed and shall at all times comply with and perform the Work in accordance with the Construction Schedule.

6.2 Contractor shall cooperate with Owner and other contractors working at the Project and will participate in the coordination of the Work as required, specifically noting and advising Owner of any potential conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. If any delay, disruption, interference, or hindrance in commencement of the work is caused by any reason, including any work stoppages caused, in whole or in part, by Owner, a subcontractor, acts of God, or other delay not within the reasonable control of the Contractor, Contractor's exclusive remedy for any disruption shall be to seek an extension of time to complete its Work. To the fullest extent permitted by law, Contractor waives any right to recover direct, indirect, consequential, or other costs, expenses, or damages, including loss of profits, overhead, labor or material escalation, resulting from the work delay.

6.3 Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit. Contractor agrees that it will cooperate with Owner to permit Owner to construct model or "spec" homes at the Project. This duty to cooperate shall include without limitation, prosecuting portions of the Work in advance of others so as to support Owner's homebuilding operations.

6.4 Contractor shall employ sufficient labor, equipment, and materials to perform and complete the Work within the Contract Time and in accordance with the Construction Schedule specified in Exhibit E to this Agreement, or any applicable updates to the same, which shall in no event exceed the Contract Time.

6.5 In the event Contractor fails to commence the Work as required herein, fails to continue performance or fails to progress the work in a timely manner or otherwise fails to complete the Work within the Contract Time, the Owner may, upon 48-hours' notice, at its sole option and discretion and without prejudice to other remedies provided herein, either terminate this Agreement as provided for in Section 19 below and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor.

6.6 Contractor shall perform the Work in strict accordance with the Contract Documents. There are to be no substitutions of materials or variations whatsoever from the Contract Documents without the prior written approval of Owner. Whenever any manufactured article, implement or series of articles or implements is mentioned in the Contract Documents by trade name, it is intended to establish a standard of quality or merit and Contractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutions of equal merit may be used by Contractor only upon the prior written consent of Owner as evidenced by a written letter of approval signed by Owner's Authorized Representative. If the Work shall require the installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and, thereupon, to handle, store and install with such skill and care as necessary to insure a satisfactory installation. Loss or damage due to acts of Contractor or its subcontractors, materialmen, employees or agents shall be charged to Contractor.

7. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project.

8. Change Orders.

8.1 Owner's Right to Change Work. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, make changes of any scope or nature, including additions to and deletions from, the Work. Owner shall issue to Contractor a Change Order for each such change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed. Owner is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Owner.

8.2 Contractor's Compensation for Change in Work and Extension in Contract Time. Owner shall determine the adjustment in either the Contract Time and/or the Contract Price, if any, associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in either the Contract Time and/or Contract Price, if any, as set forth in the Change Order. Any request for additional compensation, or extension of the Contract Time which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if, in the sole opinion of Owner, the Work in question is a required item under the original Contract Documents.

8.3 Allowable Mark-Up. In no event shall the total mark-up for Change Orders exceed 10 %.

8.4 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in this Section 8, except in the case of an emergency affecting the safety or protection for persons or the Work or property at the Project, in which case Contractor is obligated to act to prevent the threatened damage, injury or loss. Any Change Order not submitted by the Contractor within 45 days of the date the change was realized, or with the exercise of due diligence should have been realized, by Contractor is deemed waived.

8.5 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other contractors, then Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

8.6 Notification to Surety. If notice to a Surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

9. General Terms and Conditions.

9.1 Permits, Fees and Platting. Unless otherwise provided for in the Scope of Work (Exhibit A) or the Special Conditions (Exhibit F), Owner shall secure and pay for all permits. However, Contractor shall be required to schedule all inspections necessary under any such permits which are related to the Work.

9.2 Permits and Platting. Owner covenants and agrees that Owner will sign, as Owner of the property, any applications for permits, licenses or other approvals which may be necessary in connection with the development and to execute and process any subdivision plat and/or easements for public utilities or right-of-way which may be required in connection with the Project.

9.3 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

9.4 Subcontractors, Materialmen and Laborers. Contractor shall oversee, supervise and manage all its agents, and all subcontractors, materialmen and laborers of any tier providing services on the Project. Contractor agrees to present to Owner,

immediately upon determination and prior to commencement of any Work, a complete list of materialmen, laborers and subcontractors of any tier (including their names, addresses, telephone numbers and certificates of insurance) that will be performing Work at and/or providing materials to the Project. This list will be attached to this Agreement as Exhibit G. Owner has the right to object to the use of any materialmen, subcontractors and laborers as proposed by Contractor. Upon receipt of notice that Owner objects to the use of a materialman, labor or subcontractor, Contractor shall promptly replace the objected to materialman, laborer or subcontractor. Contractor acknowledges and agrees that no minor under eighteen (18) years of age, whether such person's disabilities of nonage have been removed shall be employed or permitted or suffered to work on any construction job site owned or operated by Owner.

9.5 As-Built Plans and Annotated Specifications and Other Documentation. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) As-built plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features; and
- (b) Specifications, inclusive of all annotated specifications marked in the field to show all changes, revisions and substitutions.

9.6 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required by the Contract Documents or as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work for the Project. Contractor is to check all shop drawings or other items submitted to ensure that they are dimensionally acceptable, and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check any and all shop drawings or other items submitted as required herein.

9.7 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its subcontractors, materialmen, laborers, or any of their employees or agents, whether written or non-written, which pertains to the Work or the Project and any other information pertaining to the financial condition of Contractor. Owner shall have the right to terminate this Agreement as provided for in Section 19 below, if at any time Owner shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such termination, Contractor shall be deemed to be in default of this Agreement.

9.8 Payment and Performance Bonds. If requested by Owner or required by the Contract Documents, and at Owner's expense, Contractor shall furnish to Owner an acceptable Payment and Performance Bond in the form and amount and with a surety acceptable to Owner.

9.9 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials, if any, supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

9.10 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

9.11 Damage to Work. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors, materialmen or laborers cause damage to the Work, Owner may, in addition to any other remedies it has hereunder, issue a back charge to Contractor. Contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. If damage is done to the Work, Contractor must repair the same within five (5) days period. Should Contractor fail to repair the same, Owner may remedy any such damage and Owner shall have the right to back charge Contractor for the costs incurred.

9.12 Damage to Work of Others. Notwithstanding anything to the contrary herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes, without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Work of this Agreement.

9.13 Safety. Contractor agrees to conform to the safety protocols described in Exhibit H and shall at all times comply with all applicable safety and health laws, rules and regulations, including federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration (“OSHA”) and any state or local governmental requirements. Contractor agrees to be solely responsible, and to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any fines, penalties and corrective measures Owner may incur due to Contractor’s failure to comply with the applicable safety and health laws and, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that the failure to comply with such safety and health requirements is a default of Contractor’s obligations under this Agreement.

9.14 Compliance with Laws, Rules and Regulations.

9.14.1 The Contractor shall comply at all times with all federal, state, county and municipal laws and regulations that in any manner affect the Agreement, the Work and Contractor’s performance. Without limiting the generality of the foregoing statement, such laws and regulations include, but are not limited to, all laws and regulations with respect to employment of workers; the terms and conditions of employment; equal employment opportunity and nondiscrimination, including “harassment” and retaliation/“whistleblowing”; immigration; wages (including the payment of minimum and overtime wages, and payroll withholdings); workers’ hours (including the provision of any lunch and rest breaks required by law); benefits (including the provision of any leaves of absence required by law); classification of workers as “employees” or “contractors”; collective bargaining and labor-management relations; occupational safety and health (including the provisions of all personal protective equipment, training and “competent persons” required by law); inspection of the Work and inspection of the construction equipment. By making references to particular laws and regulations in this Agreement, the Owner does not intend to restrict or limit in any way the laws and regulations which apply to the Contractor’s performance under the Agreement. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

9.14.2 General Environmental Compliance.

- (i) By signing this Agreement, Contractor acknowledges that it is solely responsible for (a) understanding and complying with the specific environmental requirements applicable to the Work, (b) ensuring that the Work does not impede Owner’s or other contractors’ efforts to comply with said environmental requirements and (c) ensure that the performance of the Work does not violate applicable environmental laws and regulations and detailed further below.
- (ii) Contractor represents and warrants that its subcontractors, materialmen and laborers of any tier are familiar with and shall at all times fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations, including but not limited to all applicable requirements regarding discharges to surface water or groundwater, hazardous or toxic substances, spill prevention control and air quality or dust control. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to the failure of the Contractor or its subcontractors, materialmen or laborers of any tier to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (iii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in the Work, and for the generation, handling and disposal of all wastes resulting from the Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor subcontractors, materialmen or laborers of any tier generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iv) Contractor and its subcontractors, materialmen and laborers of any tier shall, prior to commencing any of the applicable Work, inspect the Project site, observe the environmental conditions and review all Plans and environmental plans applicable to the Project so as to ensure Contractor is knowledgeable of the Project site and its environmental conditions. If at any time prior to or during its performance of the Work Contractor discovers a

previously unidentified condition, Contractor shall immediately notify Owner of the same and shall not proceed with any additional Work that may disturb such a condition without Owner's authorization.

- (v) Contractor and its subcontractors, materialmen and laborers shall, prior to commencing any of the applicable Work, shall notify Owner in writing of all hazardous or toxic substances, as they are defined in the applicable environmental laws, to be used in performing the Work. Contractor shall immediately notify Owner in writing of all hazardous or toxic substances discovered or observed during the performance of the Work. Contractor shall not allow any hazardous or toxic substance on the Project unless it is (i) required for the performance of the Work and (ii) Contractor has, prior to using the substance, provided Owner with written notice thereof and received Owner's authorization to proceed. Contractor shall notify Owner immediately of any spill, release or discharge of any hazardous or toxic substance by Contractor or any other party. Contractor shall, at its sole expense, immediately take all reasonable, necessary, and legally required actions to prevent the further spread of any spill, release or discharge caused by Contractor, its agents, subcontractors, materialmen or laborers and shall clean up such an incident in full compliance with all applicable environmental laws and Owner's instructions.
- (vi) Contractor and its subcontractors, materialmen and laborers of any tier must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether located at the Project, offsite, or in any way associated with the Work.
- (vii) Contractor and its subcontractors, materialmen and laborers of any tier must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the Project or into a storm water management or conveyance system.
- (viii) Contractor and its subcontractors, materialmen and laborers of any tier shall comply with and at all times take care not to damage any Best Management Practices ("BMPs") or control measures required by the SWPPP (as hereinafter defined), any guidelines, permits, Contract Documents and by any applicable laws, rules and regulations. In the event Contractor causes damage to the BMPs or control measures it shall immediately report said damage to Owner and take appropriate measures to remedy such damage. Owner may, at its sole discretion and without limiting any other remedies or rights under the Agreement, offset any payments due to Contractor for the (i) costs to repair and of the BMPs or control measures, (ii) the costs of all fines, fees, penalties or expenses levied against Owner for Contractor's violation of its obligations contained herein.
- (ix) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor and any of its subcontractors, materialmen or laborers of any tier, of any hazardous or other regulated substance, whether on or off the Project while acting on behalf of or within the Work, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, materialmen, laborers of any tier.
- (x) In the event that Contractor fails to correct any non-compliance with this Section 9.15 within five (5) days of written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.
- (xi) All materials placed onsite or transported to and from the Project and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

9.14.3 Storm Water Management.

- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "**Clean Water Act**" or "**CWA**"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "**SWPPP**") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and its subcontractors,

materialmen or laborers of any tier shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to the failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP by the Contractors, its subcontractors, materialmen or laborers of any tier. Such failure shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors or materialmen. In the event that multiple contractors are working onsite, the Owner at its sole discretion may assess the violation to each contractor as Owner sees fit.

- (ii) Contractor shall require Contractors, subcontractors and materialmen of any tier to immediately notify Contractor and Owner of any source pollutants that Contractors, subcontractors and materialmen of any tier intend to use on the Project that are not identified in the SWPPP prior to their use, and shall require that each of Contractors, subcontractors and materialmen of any tier on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the Project. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the Project, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the Project which leaves the Project or is capable of being washed from the Project during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner under the Agreement.

10. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the manner, means and methods of timely completing the entirety of the Work; hiring, training, supervising/controlling, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor, or any of its subcontractors, materialmen or laborers of any tier.

11. Non-exclusive Agreement. Contractor acknowledges that this Agreement does not grant Contractor the right to perform all the work necessary for the Project, but rather is a non-exclusive agreement, which allows Owner to select from various contractors to obtain performance of the work necessary for the Project.

DEFENSE. IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS (\$100.00), WHICH SUM IS INCLUDED IN THE CONTRACT PRICE, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR AGREES TO AND SHALL DEFEND OWNER, ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ASSIGNS, INSURERS, SURETIES, LENDERS AND REPRESENTATIVES, AT THE CONTRACTOR'S SOLE EXPENSE, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES AND ATTORNEYS' FEES OF ANY NATURE ARISING OUT OF, IN CONNECTION WITH, CAUSED OR ALLEGED TO BE CAUSED BY, OR RESULTING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (1) THE WORK, (2) LABOR, MATERIALS, EQUIPMENT OR SERVICES PROVIDED OR ALLEGED TO BE PROVIDED BY CONTRACTOR, ITS SUBCONTRACTORS, MATERIALMEN OR LABORERS AND (3) ANY ACT, OMISSION OR OPERATION WITH RESPECT TO THE WORK ON THE PROJECT. CONTRACTOR SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO OWNER. SHOULD CONTRACTOR BREACH ITS DEFENSE OBLIGATIONS, OWNER MAY, WITHOUT RELIEVING CONTRACTOR OF ITS DEFENSE OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY TO SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE OWNER FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY OWNER OR ANY INDEMNIFIED PARTY IN THE DEFENSE OR SETTLEMENT OF SUCH CLAIM, (2) PAY ANY JUDGEMENT OR AWARD OBTAINED AGAINST OWNER OR ANY INDEMNIFIED PARTY AND (3) PAY ALL OWNER'S EXPENSES INCURRED IN ANY ATTEMPT TO ENFORCE THIS DEFENSE PROVISION.

11.1 Contractor's duty to defend under this Section 12 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Owner and/or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any person or entity with written notice of such claim being provided to the Contractor.

11.2 Contractor's defense obligation hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated and that any action against the defended parties for such matters which are defended hereunder are fully and finally barred by applicable laws.

11.3 If any obligation found in this Agreement is invalid, the parties agree to allow a court to reduce the amount as authorized by applicable state law.

12. **INDEMNIFICATION.** IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS (\$100.00), WHICH SUM IS INCLUDED IN THE CONTRACT PRICE, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD OWNER AND ANY OF ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ASSIGNS, INSURERS, SURETIES, LENDERS, REPRESENTATIVES AND ANY OTHER PARTY IN INTEREST DESIGNATED BY CONTRACTOR, OR THEIR AGENTS, EMPLOYEES, ASSIGNS OR REPRESENTATIVES (COLLECTIVELY, REFERRED TO AS "**INDEMNITEES**") HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES AND ATTORNEYS' FEES OF ANY NATURE ARISING OUT OF, IN CONNECTION WITH, CAUSED OR ALLEGED TO BE CAUSED BY, OR RESULTING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (1) THE WORK, (2) THE LABOR, MATERIALS, EQUIPMENT OR SERVICES PROVIDED BY CONTRACTOR, ITS SUBCONTRACTORS, MATERIALMEN OR LABORERS AND (3) ACTS, OMISSIONS OR OPERATIONS UNDER THIS AGREEMENT WITH RESPECT TO THE PROJECT. CONTRACTOR SHALL INDEMNIFY AND DEFEND OWNER UNDER THIS SECTION REGARDLESS OF OWNER'S DEGREE OF FAULT OR NEGLIGENCE; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES WITH RESPECT TO DAMAGES DUE SOLELY TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES.

12.1 ALL INDEMNIFICATIONS, WARRANTIES, GUARANTEES AND OBLIGATIONS GIVEN IN ACCORDANCE WITH THIS AGREEMENT OR THE CONTRACT DOCUMENTS SHALL SURVIVE FINAL PAYMENT, COMPLETION AND ACCEPTANCE OF THE WORK AND TERMINATION OR COMPLETION OF THIS AGREEMENT.

12.2 UNDER NO CIRCUMSTANCES SHALL THE INSURANCE REQUIREMENTS AND LIMITS SET FORTH IN THIS AGREEMENT BE CONSTRUED TO LIMIT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR OTHER

LIABILITY HEREUNDER. CONTRACTOR WAIVES ANY RIGHTS OF SUBROGATION AGAINST OWNER AND SHALL REQUIRE CONTRACTOR'S AGENTS TO WAIVE SUBROGATION RIGHTS AGAINST OWNER.

12.3 Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all claims, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits, or benefits payable by/for Contractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees pursuant to this Section 12 shall be limited to the greater of:

- (a) a maximum of Five Million and No/100 Dollars (\$5,000,000.00); or
- (b) the amount of the Contract Price; or
- (c) the maximum amount of recovery available to the Contractor under any and all policies of insurance and applicable to any claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Agreement is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective, and the remaining words, clauses and provisions shall remain in full force and effect.

12.4 CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST THE INDEMNITEES FOR SUCH MATTERS WHICH ARE INDEMNIFIED HEREUNDER ARE FULLY AND FINALLY BARRED BY APPLICABLE LAWS.

12.5 Contractor shall be solely responsible for the safety of Contractor's agents, employees, independent contractors and suppliers and visitors. Contractor shall indemnify, defend, hold Owner harmless against all loss, damage, claims, liabilities, and cost or property damage suffered by Contractor or Contractor's agents, subcontractors, employees, independent contractors or suppliers.

12.6 Contractor shall defend, protect, indemnify and hold Owner harmless from and against all claims, liability, costs, expenses and other losses arising by reason of any liens for labor and/or materials furnished to the Project, arising from the Work.

12.7 Contractor hereby waives all rights to file claims, lawsuits or other proceedings and to make any demand or assertion of liability against Owner or any of the other Indemnitees for any injury, damage or death that Contractor or any of Contractor's employees, invitees, suppliers, subcontractors, or agents may suffer or incur on the Project or related to the Work or the Project in any manner, as Contractor shall be solely responsible to insure against all such matters. Furthermore, Contractor hereby agrees to indemnify, defend and hold Owner harmless from any and all claims, lawsuits, proceedings, demands and assertions which may be filed contrary to the waiver contained in the preceding sentence.

12.8 If any obligation found in this Agreement is invalid, the parties agree to allow a court to reduce the amount as authorized by applicable state law.

12.9 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

13. Insurance. Contractor shall procure and maintain, at all times specified herein and at its sole cost and expense, the following insurance coverage: During the term of the Agreement, the Contractor must procure and maintain, at its own expense,

insurance of the kinds and in amounts not less than specified below. Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Both the Certificates of Insurance evidencing these coverages and the referenced insurance policies shall include the activities and operations conducted by the Contractor and any other person performing work on behalf of the Contractor under this Agreement, and shall be maintained from the commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

13.1 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

13.2 All Insurance.

13.2.1 AM Best rating at least A-VIII

13.2.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required

13.2.3 Occurrence basis (except professional liability)

13.3 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section.

13.3.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.

13.4 Contractor's Liability – The policy must include:

13.4.1 Commercial General Liability – The limits of liability shall not be less than:

Two Million and No/100 Dollars (\$2,000,000.00) General Aggregate Limit
One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence
Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability
Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations/Aggregate

13.4.2 Employers' Liability:

Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

13.4.3 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

13.4.4 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.

13.4.5 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).

13.4.6 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, owner's and contractor's protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.

13.4.7 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to "bodily injury" or "property damage" arising out of Contractor's Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.

13.4.8 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).

13.4.9 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground coverage (for contractors that perform excavation and blasting related services).

13.4.10 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings, including any limitation based on the type or number of dwellings in a Project.

13.4.11 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.

13.4.12 Additional Insured coverage as set forth above, with the Additional Insureds to be named as "Mattamy Palm Beach, LLC", and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders."

13.4.13 A waiver of subrogation in favor of the additional insureds shall apply.

13.4.14 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.

13.4.15 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.

13.4.16 A per project aggregate must be shown on the certificate of insurance.

13.4.17 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer's liability.

13.4.18 No exclusionary language or limitations for continuing or progressive losses not known by Contractor to exist prior to the policy inception.

13.5 Commercial Auto Coverage – Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees

(auto insurance applies to personal vehicles used by Contractor or Contractor's agents). The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor's agents.

13.6 Business Auto Liability – Covering any automobile, including hired and non-owned autos.

13.6.1 Additional Insureds to be named as “ Mattamy Palm Beach, LLC”, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders”.

13.6.2 In the event that Contractor's employees use non-owned autos which cause damage or are damaged on the Project, then Contractor's employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor's employees do not have auto liability insurance, or the claim exceeds such employee's insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

13.7 Contractor's Equipment – Contractor will, at all times, maintain a contractor's equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

13.8 Riggers Liability – If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

13.9 Miscellaneous.

13.9.1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days' notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Owner as set forth above.

13.9.2 At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.

13.9.3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.

13.9.4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.

13.9.5 Contractor's obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor's indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.

13.9.6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.

13.9.7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

13.9.8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.

13.9.9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

13.9.10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

13.9.11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage must be delivered to Owner prior to the Contractor, its subcontractors, materialmen or laborers commencing any Work or services.

13.9.12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

13.9.13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.

13.9.14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

13.10 Waiver of Subrogation – Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

13.11 Occurrence form shall not be modified.

13.12 Contractual liability coverage shall be included.

13.13 Coverage for all residential attached and unattached buildings.

13.14 If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

13.14.1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.

13.14.2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.

13.14.3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

13.15 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

13.15.1 Certificate of Worker's Compensation and Employers Liability Insurance;

13.15.2 Business Automobile Insurance;

13.15.3 Certificate of Commercial General Liability Insurance;

13.15.4 W-9; and

13.15.5 Independent Contractor Exemption Certificate (if not incorporated) or Documentation of Incorporation.

13.16 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.

13.17 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

14. Labor Matters.

14.1 Employees. Contractor will not employ any workman to perform the Work whose employment is reasonably objected to by Owner.

14.2 Compliance with Union Regulations. Contractor agrees that the Work performed by it, its subcontractors, materialmen and laborers, shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

14.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the Project and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the Work is stopped, delayed or interfered with as a result of the actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another contractor.

14.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, and for any benefits for its employees required by any governmental entity.

14.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of payroll withholdings for Contractor's employees.

14.6 Performance of Work. In the performance of Work, Contractor shall only employ qualified laborers, materialmen, and subcontractors to perform the Work, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex (including sexual orientation and gender identity), age, national origin, disability and/or any other class or status protected by the law.

14.7 Labor Harmony. Contractor shall maintain labor harmony on the Project, and shall not employ any means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents. Contractor shall perform Work with labor that is compatible with that of other trades performing Work at the Project, and Contractor shall exercise all due diligence to address any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered an excusable delay for which the Contract Time will be extended, if such labor difficulties are caused by the action or inaction of Contractor.

14.8 Verification to Work. Contractor is solely responsible for ensuring that each of its employees and the employees of any subcontractor or materialmen are eligible to work in the United States in compliance with the applicable immigration laws.

Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

14.8.1 Contractor states that it is and will remain compliant with applicable immigration laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ its subcontractors or materialmen workers who are not lawfully authorized to be hired or employed.

15. Quality Inspection and Correction of Work.

15.1 Contractor is solely responsible for the finished quality of all Work including work by subcontractors, materialman, laborers, and/or other agents of Contractor. Contractor shall make efficient use of all labor and materials for the Project and shall perform the Work in a good and workmanlike manner, free from defects, in compliance with the Contract Documents, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the complete satisfaction of Owner, Engineer, inspectors and/or the authority having jurisdiction over the Work. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

15.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall be solely responsible for and pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work as they require, at no additional cost to Owner.

15.3 Contractor shall promptly correct all Work which Owner, Engineer and/or any inspectors in their sole discretion, deem to be deficient, defective, or as failing to conform to the Contract Documents, applicable laws, all manufacturer's recommendations, installation guidelines and/or specifications. Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or not in strict compliance with the Contract Documents or is otherwise non-compliant.

15.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance, default or other material breach by Contractor, Owner at its sole election may, but shall not be obligated to: (a) use any materials, supplies, on the Project which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment not incorporated into the Work from the Project unless directed in writing by Owner to do so; (b) remove Contractor from the Project; and/or (c) accept assignment of any or all of the contracts which Contractor has with any subcontractors, materialman, or laborers, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this paragraph, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to dispute resolution under section 21 herein, but instead, the quality of the Work, its completeness, conformance to Plans and compliance with this Agreement shall be determined by Engineer, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

16. Warranties; Warranty Work and Performance Standards. Contractor warrants and guarantees to Owner that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, free from defect, of good quality and free of liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall be in strict accordance with or exceed the requirements of all applicable laws and the Contract Documents.

16.1 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents nor should the following act as a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion or any payment related thereto by Owner;
4. the issuance of a certificate of completion by the authority having jurisdiction over the Work;
5. use or occupancy of the Work or any part thereof by Owner;
6. any acceptance by Owner or any failure to do so;
7. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

16.2 Contractor warrants that the Work will be free from defects, strictly conform to the Contract Documents, and strictly comply with all applicable laws for the greater of: (i) a period of 2 years following the date of Substantial Completion or Certificate of Completion of the Work, whichever date comes later; or (ii) the period of time required by statutory or regulatory warranty periods imposed by the applicable jurisdiction (“**Warranty Period**”).

16.3 If, during the Warranty Period, the Work and/or materials, except materials provided by Owner, do not comply with the warranties set forth in this Section 17 and/or elsewhere in the Agreement, then Contractor at its sole cost, shall promptly repair or replace the non-compliant or defective Work, within (i) seventy-two (72) hours after notice to do so; or (ii), a shorter time period as demanded by Owner, as is reasonable in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists. If Contractor fails to initiate proper corrective action within the time required herein, the problem may be corrected by Owner, at Contractor’s sole cost.

16.4 Repairs and replacements made by Contractor hereunder shall be made in a diligent first-class manner with as little inconvenience as possible to Owner, its Homebuyers and other contractors. Contractor shall bear all costs arising out of defects in the Work, including without limitation, all costs of detection, correction or delay, Owner’s personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Owner (or its Homebuyer) and the cost of repairing or replacing all other work adversely affected. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected.

16.5 The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction required pursuant to this Section 17. The warranties provided herein are in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor’s liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced. All warranty provisions contained herein shall survive termination or expiration of this Agreement and final completion of the Work.

17. Prevention of Liens and Lien Waivers.

17.1 Contractor will pay when due, all claims for labor and/or materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any liens, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively “**Liens**”) involving the Project. Contractor agrees within ten (10) days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release, satisfaction or lien transfer bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner’s property or operations, by the proper means, including, but not limited to, Contractor’s filing of a lien transfer bond, cash bond or surety bond as Owner may deem necessary.

17.2 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner’s option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor’s account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractors, or its subcontractors, laborers or materialmen.**

17.3 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

17.4 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts or material supply agreements for the Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Authorized Representative via telephone.

17.5 Lien Waivers. Contractor, as a strict condition precedent to receipt of payment hereunder, shall furnish Owner with all releases and waivers of liens for itself and from subcontractors, materialmen and laborers of any tier, as provided for in the Contract Documents and in the form contained in Exhibits D-1 to D-4. Owner shall have no obligation to issue joint checks, and it shall be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner.

17.6 Clean up. Contractor agrees to keep the Project and all adjoining property free of waste material and rubbish caused by its Work or that of its subcontractors, materialmen, laborers or material suppliers and, upon completion of the Work, Contractor agrees to immediately remove all waste materials and rubbish, together with all tools, equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and its subcontractors, materialmen, laborers, material suppliers and any of their agents and which are not incorporated into the Project. During performance of the Work, Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner during the performance of or after completion of the Work, Owner may proceed with such clean up and charge Contractor for the actual cost of the clean up.

17.7 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work provided for in paragraph 9.6 herein, warranties, operation manuals, maintenance instructions, owner's manuals and other documents reasonably requested by Owner. Those items shall be submitted in the proper quantity and format as a condition precedent to final payment being made by Owner.

18. Termination.

18.1 Termination for Convenience. Without waiving any other rights under this Agreement or applicable law, Owner reserves the right to terminate this Agreement, without cause and at any time, for Owner's convenience by seven (7) days written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the Work and the placing of orders for materials in connection with the Work, and if requested, shall make every effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Owner or at Owner's option giving Owner the right to assume and receive all benefits to be derived from those obligations directly. Upon termination under this paragraph 19.1, Contractor shall be entitled as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a mark-up of ten percent (10%) aggregate on such actual, direct cost of completed Work for the Contractor and subcontractors and materialmen of all tiers, as full compensation for all indirect costs, impact fees, field supervision, administration, overhead and profit, or (b) the percentage of Work completed multiplied by the Contract Price minus the amount of any payments made to Contractor prior to the date of termination and any amounts owed to Owner by Contractor under the Contract Documents. Contractor shall not be entitled to and hereby waives any claim against Owner for undocumented or unearned compensation, lost profits, lost opportunities or other damages (consequential, incidental, specified, actual, direct or indirect damages), including, but not limited to staging, earlier removal and storage.

18.2 Termination for Cause. The Owner may terminate the Agreement for cause if the Contractor:

- (i) refuses or fails to supply enough properly skilled workers or proper materials;
- (ii) fails to make payment to subcontractors, materialmen or laborers for materials or labor in accordance with the respective agreements between the Contractor and any of its subcontractors, materialmen or laborers;
- (iii) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (iv) otherwise is in default of the Contract Documents or has committed a breach of Contract Documents.

19.2.1 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, five (5) days' written notice, terminate the Agreement and subject to any prior rights of the surety:

- A. exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. accept assignment of subcontracts pursuant to Paragraph 16.4; and
- C. finish the Work by whatever reasonable method the Owner may deem expedient.

19.2.2 When the Owner terminates the Contract for one of the reasons stated in Section 19.2, the Contractor shall not be entitled to receive further payment until the Work is finished.

19.2.3 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

19.2.4 If, after notice of termination of the Contract under the provisions of this Section 19.2, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions contained in Section 19.1 herein.

19. Remedies.

19.1 Other Remedies. Owner hereby reserves the right to impose upon Contractor any or all of the following remedies if Contractor fails, in Owner's sole opinion, to perform the Work with promptness, diligence and efficiency as required by the Contract documents:

- A. Termination of this Agreement;
- B. Contracting with another contractor for the performance of the Work or any portions thereof;
- C. The right to back-charge Contractor for any costs incurred to remedy or complete any Work performed by Contractor, and/or for damages caused by Contractor, including the daily charge for liquidated damages delay as provided in Paragraph 3 herein; and/or
- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and, if such expenditures exceed the remaining Contract Price to be paid to Contractor, Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

20. Dispute Resolution/Arbitration.

20.1 If any claim or controversy arising out of or relating, directly or indirectly, to this Agreement, the Contract Documents, the Project or any dealings between the parties cannot first be settled by the parties within sixty (60) days after Owner is provided written notice of the claim or controversy by Contractor, the parties agree to first try in good faith to settle the dispute by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association ("AAA").

20.2 If the claim or controversy is not fully resolved by mediation, the claim or controversy shall be submitted to and resolved by final and binding arbitration as administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. Any judgement upon the award rendered by the arbitrator(s) may be entered into and enforced by any court having jurisdiction thereof. The exclusive venue for any arbitration shall be in the county where the Project is located.

20.3 Should a claim or controversy arise between Owner and a Homebuyer or other third-party regarding Work performed or materials supplied by or through Contractor, Contractor agrees to participate as a party in, and be bound by, any mediation and arbitration proceedings between Owner and Homebuyer. If Owner joins the Contractor into an arbitration involving a Homebuyer, Contractor agrees and acknowledges that the arbitration procedures contained in the Owner's agreement with its Homebuyer shall apply equally to Contractor as if set forth herein. A copy of Owner's standard form Homebuyer agreement has been made available to Contractor for its review.

20.4 Notwithstanding the forgoing, in the event a claim or controversy arises between Owner and any third party regarding work performed or materials supplied by or through Contractor, and such claim or controversy is subject to binding arbitration between Owner and the third party, Contractor agrees to participate as a party in any mediation or arbitration, and to be bound by any arbitration proceedings or arbitration ruling in such arbitration.

20.5 All decisions respecting the arbitrability of any such claim or controversy shall be decided by the arbitrator(s).

20.6 Each party shall bear its own costs and expenses, including attorney's fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorney's fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorney's fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

20.7 To the fullest extent allowed by applicable law, the Owner and Contractor hereby expressly covenant and agree to irrevocably, unconditionally, knowingly and intentionally waive the right to trial by jury and acknowledge that no one has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

20.8 Contractor shall include a comparable arbitration provision in all of its subcontracts and labor and material supply agreements related to this Agreement.

21. Miscellaneous.

21.1 Assignments. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and to the successors and assigns of such other party, in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the same without the written consent of Owner, nor shall Contractor assign any monies due, or to become due, to it hereunder without the previous written consent of Owner. Nothing in the Agreement shall, however, prevent Contractor from entering into such subcontracts, as Contractor may desire, subject to this Agreement.

21.2 Compliance With Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

21.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

21.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

21.5 Entire Agreement. This Agreement, together with all items incorporated herein, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

21.6 Damage to Adjacent Properties. Any damage and/or restoration to adjacent properties resulting from Work performed under this Agreement shall be the responsibility of Contractor. When restoration of adjacent properties is required, Contractor shall notify the owner(s) of said property prior to commencement of any restoration activities.

21.7 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.8 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

21.9 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

21.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.11 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida, irrespective of the domicile of the parties, the state in which the Agreement was entered into, or other conflict of law principles. The parties further agree that in the event of dispute concerns regarding the Project, the laws applicable to the Project shall govern any dispute with respect to such Project.

21.12 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or otherwise unenforceable in any respect, such provision shall be severed here from, and such invalidity, illegality or unenforceability shall not affect any other provision hereof and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

21.13 Acknowledgement. Owner and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each of the terms, provisions, conditions, and restrictions contained within the Agreement, Exhibits and all Contract Documents and as to the effects of these provisions. Owner and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

FLORIDA STATUTORY NOTIFICATION CHAPTER 558 NOTICE OF CLAIM

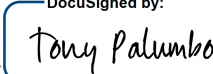
ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Construction Agreement has been executed as of the date first written above.

OWNER:

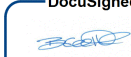
MATTAMY PALM BEACH LLC, a Delaware limited liability company

By:  _____
(Signature)

Title: V.P. Land Acquisition

Date: 12/20/2022

CONTRACTOR:

By:  _____
(Signature)

Title: Manager

Date: 12/19/2022

DS
CD

DS
DG

EXHIBIT A
SCOPE OF WORK

Owner Initials_____

Contractor Initials_____



**Guettler Brothers Construction, LLC Proposal
BECKER ROAD WEST - PHASE 2 - EXTENSION**

100% PLANS REVISED BID BLANK 11/4/2022

10/13/2022 updated 11/8/22

Item No.	FDOT ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	Mattamy Cost Code
A.		PROJECT ADMINISTRATION					
1	101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	LS	1	\$ 17,930.88	\$ 17,930.88	30010
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	\$ 436.32	\$ 436.32	30010
3	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 6,130.33	\$ 6,130.33	30010
4		Survey & Asbuilts	LS	1	\$ 35,933.57	\$ 35,933.57	30010
		PROJECT ADMINISTRATION SUBTOTAL				\$ 60,431.10	
B.		EROSION CONTROL					
1	104-10-3	SEDIMENT BARRIER	LF	17,560	\$ 1.64	\$ 28,798.40	30030
2	104-11	FLOATING TURBIDITY BARRIER	LF	200	\$ 10.91	\$ 2,182.00	30030
3	104-12	STAKED TURBIDITY BARRIER	LF	0	\$ -	\$ -	30030
4	104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 14,050.77	\$ 14,050.77	30030
5	104-18	INLET PROTECTION SYSTEM	EA	23	\$ 81.81	\$ 1,881.63	30030
		EROSION CONTROL SUBTOTAL				\$ 46,912.80	
C.		EARTHWORK					
1	110-1	CLEARING & GRUBBING	AC	20.1	\$ 2,945.18	\$ 59,198.12	30510
2	120-1	REGULAR EXCAVATION	CY	4,160	\$ 7.44	\$ 30,950.40	30510
3	120-3	LATERAL DITCH EXCAVATION	CY	6,750	\$ 7.44	\$ 50,220.00	30510
4	120-6	EMBANKMENT	CY	62,810	\$ 5.80	\$ 364,298.00	30510
		EARTHWORK SUBTOTAL				\$ 504,666.52	
D.		PAVING					
1	160-4	TYPE B STABILIZATION (12" THICK)	SY	35,772	\$ 4.00	\$ 143,088.00	31030
2	285-710	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	32,543	\$ 19.50	\$ 634,588.50	31030
3	327-70-1	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	SY	1,118	\$ 12.00	\$ 13,416.00	31030
4	334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (3" THICK)	TON	5,280.4	\$ 173.44	\$ 915,832.58	31030
5	337-7-82	ASPHALTIC CONC. FC TRAFFIC C (SP-9.5) (1.5" THICK)	TON	2,640.3	\$ 244.01	\$ 644,259.60	31050
6	337-7-82B	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-9.5) (1" THICK OVERLAY)	TON	44.0	\$ 244.01	\$ 10,736.44	31050
7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	9,950	\$ 15.00	\$ 149,250.00	31045
8	522-1	CONCRETE SIDEWALK/PADS, 4" THICK	SY	11,793	\$ 42.50	\$ 501,202.50	31040
9	522-2	CONCRETE DRIVEWAY, 6" THICK	SY	100	\$ 54.63	\$ 5,463.00	31040
10	527-2	DETECTABLE WARNINGS	SF	96	\$ 27.35	\$ 2,625.60	31240
11	570-1-1	PERFORMANCE TURF, SEED & MULCH	SY	24,440	\$ 0.62	\$ 15,152.80	33210
12	570-1-2A	PERFORMANCE TURF, ST. AUGUSTINE SOD (NO BID NO IRRIGATION)	SY	41,754	\$ -	\$ -	33210
13	570-1-2B	PERFORMANCE TURF, BAHIA SOD	SY	16,738	\$ 2.17	\$ 36,321.46	33210
		PAVING SUBTOTAL				\$ 3,071,936.48	
E.		DRAINAGE					
1	400-1-2	Endwall 48" & 36"	EA	1	\$ 18,515.20	\$ 18,515.20	31010
2	400-1-2	Endwall 36"	EA	1	\$ 10,229.40	\$ 10,229.40	31010
3	425-1-361	INLETS, CURB, TYPE P-6, < 10'	EA	14	\$ 8,000.20	\$ 112,002.80	31010
4	425-1-369	INLETS, CURB, TYPE P-6, MODIFIED (REPLACE TOP)	EA	4	\$ 6,238.00	\$ 24,952.00	31010
6	425-2-61	MANHOLE P-8, <10'	EA	12	\$ 5,765.78	\$ 69,189.36	31010
7	425-2-91A	MANHOLE J-8, <10'	EA	5	\$ 14,208.26	\$ 71,041.30	31010
9	430-174-115	PIPE CULVERT, HPPP, ROUND, 15"	LF	280	\$ 42.66	\$ 11,944.80	31010
10	430-174-118	PIPE CULVERT, HPPP, ROUND, 18"	LF	641	\$ 61.26	\$ 39,267.66	31010
11	430-174-124	PIPE CULVERT, HPPP, ROUND, 24"	LF	1,249	\$ 75.47	\$ 94,262.03	31010
12	430-174-130	PIPE CULVERT, HPPP, ROUND, 30"	LF	496	\$ 123.00	\$ 61,008.00	31010
13	430-174-136	PIPE CULVERT, HPPP, ROUND, 36"	LF	941	\$ 143.63	\$ 135,155.83	31010
14	430-174-142	PIPE CULVERT, HPPP, ROUND, 42"	LF	60	\$ 166.28	\$ 9,976.80	31010
15	430-174-148	PIPE CULVERT, HPPP, ROUND, 48"	LF	38	\$ 227.62	\$ 8,649.56	31010
18	446-1-1	EDGEDRAIN DRAINCRETE, STANDARD	LF	19,580	\$ 22.79	\$ 446,228.20	31010
19	530-3-5	RIP-RAP RUBBLE, DITCH LINING	CY	120	\$ 122.15	\$ 14,658.00	31010
		DRAINAGE SUBTOTAL				\$ 1,127,080.94	

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Terms and Conditions as part of Scope

- 1. Bid is based on unit prices, not lump sum.
- 2. Bid is based upon one mobilization/ one demobilization.
- 3. Contract to be on AIA document or equal.
- 4. Payment by unit price, field measured
- 5. No permits or fees of any kind (Other than Burn Permit for Clearing).
- 6. Bid based on dewatering permitted.
- 7. Dewatering permit by others.
- 8. No bond of any kind.
- 9. No engineering or Density Testing is included.
- 10. All prices are good for 30 days from bid date. Guettler Brothers Constn1ction, LLC. to be compensated for Fuel increases incurred beyond that date.
- 11. Not responsible for existing utilities.
- 12. No Fence of any Kind except Silt Fence.
- 13. Bid based on 100% usage of excavated material.
- 14. Any hauling of debris or unsuitable fill material off-site will be ru1 extra.
- 15. Not responsible for existing contamination or hazardous waste on-site and no allowance in price to remove such material off-site
- 16. No Final grading In Green Areas+/-3 tenths.
- 17. No St. Augustine, landscaping, or Irrigation.
- 18. All NPDES By Guettler.
- 19. No lighting conduits or sleeving.
- 20. ALL Fill to be provided by owner stockpiled at the location shown below for loading by Guettler and transport to the site by Guettler. Stockpile to be maintained by Guettler.

Anything not on bid sheets or on terms or conditions sheet is not included in our bid.

BenGuettler (Manager)



EXHIBIT B
LIST OF PLAN SHEETS

****Per 100% Plan Set dated 10/14/2022 from Stefan Matthes, P.E., Engineer of Record for Culpepper & Terpening, Inc.**

Owner Initials_____

Contractor Initials_____

EXHIBIT C

DRAW AND PAYMENT PROCEDURES AND POLICIES

1. On or before the 30th day of each month, Contractor shall make a payment application to Owner for Work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using the payment application form attached hereto as Exhibit I. Each payment application from Contractor shall include the following:

(i) Certification from Contractor as to percentage of Work completed and an approval of the payment request by Owner or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Contract Documents;

(ii) Partial lien waivers in the form attached hereto as Exhibit D-1 and D-3 or such other form as Owner may require from Contractor, its subcontractors and its materialmen or any tier for the payment requested and, when final payment is requested, final lien waivers in the form attached hereto as Exhibit D-2 and D-4 or such other form as Owner may require; and

(iii) Any other documents reasonably requested by Owner.

2. Payment Applications shall be submitted to the address below:

[INSERT ADDRESS]

3. If all documents required are timely supplied, Owner will make payment of the amount determined herein on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as permitted by the Agreement. Work shall be presumed to be Lump Sum unless listed as Unit Price Work. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

4. Fifty percent (50%) of the standard retention shall be paid within twenty (20) business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; (iv) Substantial Completion has occurred; and (v) all necessary government acceptances from the authorities having jurisdiction over the Work have been received by Owner. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by all applicable utility companies. Any retention held by Owner because of a default or otherwise allowed pursuant to the Agreement will be paid after Contractor removes, to Owner's complete satisfaction, the condition which resulted in the retention of funds, except to the extent applied by Owner to the costs and damage it incurred as a result of the same. Owner may apply the retention toward curing defaults of Contractor, but this application of the retention shall not limit Contractor's obligations or Owner's other remedies. Owner may record Notice of Completion after acceptance of the Work by all applicable utility companies.

5. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

Owner Initials _____

Contractor Initials _____

6. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

Owner Initials _____

Contractor Initials _____

**EXHIBIT D-1
CONTRACTOR'S CONDITIONAL RELEASE OF LIEN**

OWNER:

CONTRACTOR:

PROPERTY: (MAY ATTACH LIST.)

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, _____, 20____

The undersigned, which provided services, materials or equipment for the above Property in accordance with a contract with the Owner identified above, conditioned upon receipt of payment in the amount of _____, hereby waives and releases all claims for, liens and rights of lien now existing represents full payment received by the undersigned (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the above Property to the date of this release.

This Release of Lien may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20____.

[Insert Corporate or Partnership Name of Contractor/supplier]

BY: _____

NAME: _____

TITLE: _____

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this _____ day of _____, _____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Owner Initials _____

Contractor Initials _____

EXHIBIT “D-2”

CONTRACTOR’S UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIENS

CONTRACTOR: _____
OWNER: _____
ADDRESS: _____
EFFECTIVE DATE: _____
PROPERTY: (MAY ATTACH LIST.)

The undersigned for itself, its successors and assigns and its subcontractors and suppliers, which/who has/have provided materials, Work, services and/or equipment in connection with the Project on the Property for the Owner in consideration of the sum of \$ _____ paid by Owner which sum represents the final payment due pursuant to the Agreement between Contractor and Owner, together with any amendments or change orders related thereto (all of the foregoing being collectively referred to as the “Agreement”):

Acknowledges that it has been paid in full for all materials, Work, services and/or equipment furnished in connection with the performance of the Agreement or otherwise in connection with the construction on the Property.

Waives and releases any and all construction lien claim(s) and/or stop notices, bond and the like (“Lien”) which Contractor has had or currently has, against or upon any portion of the Project or Property for materials, Work, services and/or equipment provided.

Agrees that if, after the date hereof, there shall be evidence of any lien filed (i) by the undersigned or (ii) any subcontractor or supplier of the undersigned for which, if established, Owner might become liable or which might encumber title to the Property or Project, the undersigned shall promptly discharge same as required by Section 18.1 of the Agreement between the Owner and Contractor and indemnify, hold harmless and defend Owner against any loss, damages or costs or expenses, including attorneys' fees, associated therewith.

The undersigned for itself, its successors and assign, releases and forever discharges Owner (and its shareholders, directors, officers, employees, and agents) and their successors and assigns, from all claims, demands or causes of action which it has had, currently has, or may in the future have, arising from or in any way relating to the Contract or the Property.

Agrees that this Release may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal [as the duly authorized officer/partner of the undersigned] on this _____ day of _____, 20____.

[INSERT CORPORATE OR PARTNERSHIP NAME OF CONTRACTOR/SUPPLIER]

BY: _____
NAME: _____
TITLE: _____

[CORPORATE/PARTNERSHIP ACKNOWLEDGMENT]

STATE OF _____

COUNTY OF _____

Owner Initials _____ Contractor Initials _____

On this day of , 20 , before me, personally appeared , the of , who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Owner Initials _____

Contractor Initials _____

EXHIBIT “D-3”

FORM OF SUBCONTRACTOR/SUPPLIER

CONDITIONAL WAIVER AND RELEASE OF LIENS ON PARTIAL PAYMENT

OWNER:

CONTRACTOR:

PROPERTY: (May attach list.) (“Property”)

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, 20__

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], (“Contractor”) dated _____, 20__ (the “Subcontract”) the undersigned, _____ (“Subcontractor”) furnished certain labor, materials, equipment or other goods or services (the “Work”) in connection with _____ (the “Project”) located at the Property.

WHEREAS, The undersigned lienor, which provided services, materials or equipment for the above Property in accordance with the Subcontract, conditioned upon receipt of payment in the amount of \$_____, hereby waives and releases all claims for, liens and rights of lien now existing (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the Property to the date of this release.

This waiver and release of liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials _____

Contractor Initials _____

EXHIBIT “D-4”

FORM OF SUBCONTRACTOR/SUPPLIER RELEASE OF LIENS ON FINAL PAYMENT

OWNER:

CONTRACTOR:

PROPERTY: (May attach list.)

CONTRACT DATED:

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], (“Contractor”) dated _____, 20__ (the “Subcontract”) the undersigned, _____ (“Subcontractor”) furnished certain labor, materials, equipment or other goods or services (the “Work”) in connection with _____ (the “Project”) located at the Property

WHEREAS, as consideration for the Contractor’s final payment of \$_____, for the Work performed by Subcontractor, representing payment in full to the Subcontractor for all Work in accordance with the Subcontract, the Subcontractor does hereby waive and generally release all rights of Subcontractor to file or claim a mechanic’s lien and any other lien, claim, security interest or other encumbrance with respect to, against or on the above described Project. This Final Release and Waiver of Lien is being executed and delivered simultaneously with or after payment for the Work performed pursuant to the Subcontract.

Subcontractor hereby affirms that there are no mechanic’s liens or any other claims, security interests, encumbrances or other liens with respect to, against or on the above described Project arising out of or in connection with the performance by the Subcontractor of the work performed pursuant to the Subcontract outstanding or known to exist as of the date hereof.

This Release of Liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials _____

Contractor Initials _____

EXHIBIT E
CONSTRUCTION SCHEDULE

Owner Initials_____

Contractor Initials_____

ID		Task Name	Duration	Start	Finish	Predecessors	% Complete																																																
1		Becker Road Ext (365 Calender Days)	278 days	Fri 12/2/22	Tue 12/26/23		0%																																																
2		Mobilization/NTP/Precon	0 days	Fri 12/2/22	Fri 12/2/22		0%																																																
3		Erosion Control	5 days	Fri 12/2/22	Thu 12/8/22	2SS	0%																																																
4		Submit Shop Drawings	20 days	Fri 12/2/22	Thu 12/29/22	2SS	0%																																																
5		Fabricate and Deliver	30 days	Fri 12/30/22	Thu 2/9/23	4	0%																																																
6		Clearing and Grubbing	45 days	Fri 12/9/22	Thu 2/9/23	3	0%																																																
7		Embankment and Rough Grade	45 days	Fri 1/6/23	Thu 3/9/23	6SS+20 days	0%																																																
8		Excavate Drainage Ditch	28 days	Fri 3/10/23	Tue 4/18/23	7	0%																																																
9		Install Drainage	90 days	Fri 2/10/23	Thu 6/15/23	5	0%																																																
10		Fiber Optic	21 days	Fri 6/16/23	Fri 7/14/23	9	0%																																																
11		Water	36 days	Mon 7/17/23	Mon 9/4/23	10	0%																																																
12		Forcemain	26 days	Tue 9/5/23	Tue 10/10/23	11	0%																																																
13		Subgrade and Curb	43 days	Fri 6/16/23	Tue 8/15/23	9,6,7,8	0%																																																
14		Edgedrain	50 days	Thu 6/29/23	Wed 9/6/23	13SS+9 days	0%																																																
15		Video and Laser Profile Drainage	3 days	Thu 6/22/23	Mon 6/26/23	7,9,13SS+4 days	0%																																																
16		Finish Grading	14 days	Wed 10/11/23	Mon 10/30/23	12,13,7,8	0%																																																
17		Sidewalks	60 days	Wed 8/16/23	Tue 11/7/23	13,16FF	0%																																																
18		Install Bahia Sod	30 days	Mon 10/9/23	Fri 11/17/23	17FF+8 days	0%																																																
19		Base Rock	59 days	Fri 9/1/23	Wed 11/22/23	18FF+3 days	0%																																																
20		Asphalt Structural Lift	3 days	Thu 11/23/23	Mon 11/27/23	19	0%																																																
21		Friction Course / Paint & Signs	4 days	Tue 11/28/23	Fri 12/1/23	20,17,18	0%																																																
22		Substantial Completion (12-2-23)	0 days	Fri 12/1/23	Fri 12/1/23	21	0%																																																
23		Themo Striping	3 days	Fri 12/22/23	Tue 12/26/23	22SS+14 days	0%																																																
		Task		Project Summary		Manual Task		Start-only		Deadline																																													
		Split		Inactive Task		Duration-only		Finish-only		Progress																																													
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																																													
		Summary		Inactive Summary		Manual Summary		External Milestone																																															
Page 1																																																							

EXHIBIT F
SPECIAL CONDITIONS

1. If provided in the Scope of Work, the Contract Price includes permit fees as required to be obtained by Contractor. All other permit fees shall be paid by the Owner. The Contract Price also includes all associated inspection fees. Unit prices include the cost of any performance and payment bonds required by the Contract Documents.

2. Contractor shall provide all staking required to complete the Work and as-built survey and certification in a form acceptable to the Owner.

3. Contractor agrees to return the site to the same clean and graded condition existing as when work commenced. Any extra material shall be removed to an onsite location designated by Owner. If clean-up and grading is not completed by Contractor within three (3) work days of notice from Owner, Owner will be entitled to perform the clean-up and grading and back-charge Contractor.

4. Owner shall determine all final pay quantities and Owner's determination shall be considered final and used for payment.

5. Contract unit prices shall be binding on Contractor for the duration of any Project.

6. Contractor shall perform a walk-through inspection of the Project with Owner's Authorized Representative to check for satisfactory completion of all Work. Upon twenty-four (24) hour notice, Contractor agrees to provide a superintendent or higher-level person to participate in an inspection with Owner and any third party's owner deems necessary. Any punchlist item noted in said inspection by Owner as needing repair, completion or replacement shall be deemed noticed to Contractor as if noticed in writing on the date of said inspection. Contractor agrees thereafter to cause any punchlist items brought to its attention to be corrected, repaired or replaced otherwise in accordance with the time frames required by this Agreement.

7. Contractor shall promptly remove all excess construction material and debris generated by it or any of its subcontractors. If material and/or debris are not removed by the Contractor within three (3) days after completion of any phase of Work or upon twenty-four (24) hour notice, Owner shall be entitled to perform clean up and back-charge to Contractor.

8. Contractor shall establish and maintain dust control measures throughout the Project, including any offsite work areas, as necessary to maintain continuous compliance with all applicable federal, state, county, and city dust control and surface disturbance regulations. Contractor shall be responsible for payment of any and all fines, damage claims, and/or legal expenses resulting from Contractor's failure to establish and maintain compliance throughout the Work.

9. Contractor shall be responsible for obtaining locations of all of the existing underground and overhead utilities and Contractor is liable for any damages to the same caused by Contractor's failure to obtain said locations.

10. Contractor shall maintain a full working crew on this Project at all times after Work begins.

Owner Initials _____

Contractor Initials _____

EXHIBIT G
MATERIALMEN AND SUBCONTRACTORS

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Estimate of cost of materials to be provided:

(Add additional rows if necessary.)

Owner Initials _____

Contractor Initials _____

EXHIBIT H SAFETY PROTOCOLS AND PROJECT RULES AND REGULATIONS

1. Safety Precautions.

(a) Contractor shall comply with all applicable safety and health laws, rules and regulations including the federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local government requirements (collectively the "**Safety Rules**"). Contractor shall ensure that its subcontractors and materialmen and all of their employees comply with all Safety Rules.

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the Work and shall have periodic safety meetings with its subcontractors, materialmen and all employees. Contractor is responsible for managing safety of all its activities at the Project, including providing all training and all "competent persons" required by the Safety Rules. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all hazardous substances laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, and materials from the Project and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable hazardous substances laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the failure to perform such waste and trash removal obligations as set forth herein shall cause Owner to incur damages, and the parties hereto agree that Owner shall have the right to back-charge Contractor at actual cost of

Owner Initials _____

Contractor Initials _____

clean-up not properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Authorized Representative; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor, any subcontractor, materialmen or any of their employees shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representatives Regarding Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all Safety Rules and requires Contractor, its employees, subcontractors and materialmen of any tier to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

- (a) Contractor has adopted and implemented all safety programs required by law.
- (b) Contractor has appointed a specific employee who has the authority and responsibility to implement and ensure compliance with its the safety programs;
- (c) Contractor will provide appropriate on-site supervisors, and all required "competent person," to ensure compliance with the Safety Rules;
- (d) Contractor has provided to its employees all safety and health training required by the Safety Rules and will ensure that the employees any subcontractor or materialmen of any tier has been provided such training.
- (e) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

Owner Initials _____

Contractor Initials _____

(f) Contractor has established procedures, in compliance with Safety Rules, for reporting and correcting unsafe conditions and communicating with employees on matters relating to occupational safety and health;

(g) Contractor has developed and will conduct a program of inspections, in compliance with the Safety Rules, to identify and evaluate hazards at the Project;

(h) Contractor has established and will implement procedures in compliance with the Safety Rules, for investigating occupational injuries and illnesses.

(i) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program, and a Hearing Conservation Program, and other safety and health programs required by the Safety Rules (collectively, the "**Safety Programs**"). Upon request, Contractor shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the Project to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the Project. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the Project, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

Owner Initials _____

Contractor Initials _____

EXHIBIT I PAYMENT INVOICE

AIA Payment application form incorporated by reference. Below is a reference

APPLICATION AND CERTIFICATE FOR PAYMENT				Page 1 of 1 Pages
TO OWNER: Mettamy (Jacksonville) Partnership, Inc. 1900 Summit Tower Blvd., Suite 500 Orlando, FL 32810	PROJECT: L1004 Mettamy Project Number	APPLICATION: 1 APPLICATION DATE: 04/01/14 PERIOD TO: 05/01/14 CT DATE: 5/1/2014	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR	
FROM CONTRACTOR: Greenbriar Landscape 4000 Avalon Road Winter Garden, FL 34787	VIA ENGINEER:			

CONTRACTOR'S APPLICATION FOR PAYMENT				
<small>*Application is made for payment as shown below in connection with this contract. Contract documents, and applicable, as indicated.</small>				
1. ORIGINAL CONTRACT SUM	\$	-		
2. Net change by Change Orders	\$	-		
3. Contract Sum To Date (line 1+2)	\$	-		
4. TOTAL COMPLETED AND STORED TO DATE <small>(COUNT OF COMPLETED MONTHS)</small>	\$	-		
5. RETAINAGE: a. <u>10%</u> of completed work			\$	-
6. TOTAL EARNED LESS RETAINAGE <small>(Line 4 less Line 5 Total)</small>	\$	-		
7. LESS PREVIOUS PAYMENTS <small>(Line 6 from prior Application)</small>	\$	-		
8. CURRENT PAYMENT DUE	\$	-		
9. BALANCE TO FINISH, INCL. RETAINAGE <small>(Line 3 less Line 6)</small>	\$	-		

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Greenbriar Landscape

By: Todd Haag, Project Manager Date: _____

State of: FLORIDA
County of: ORANGE
Subscribed and sworn to before me
this first day of May, 2014

Notary Public:
My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT
(In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment for the amount certified.)

AMOUNT CERTIFIED _____ **Date:** _____

(Attach explanation of amount certified differs from that amount applied for. Initial all figures in this application with on the Contractor's Book that are changed for a change order for amount certified.)

Engineer: _____ **Date:** _____

Owner Initials _____

Contractor Initials _____

Owner Initials_____

Contractor Initials_____

Services Contract

This Contract entered into this 6th day of March, 2023, is between **Treasure Coast Wildlife Trappers LLC** (“Independent Contractor”), and **Southern Grove Community Development District No. 1** (“District”).

I. Duties of Independent Contractor: The Independent Contractor shall furnish the equipment and perform the labor necessary for green iguanas removal more fully described in attached Exhibit A, in the Southern Grove Community Development District Nos. 1-10 in Port St. Lucie.

II. Term; Entire Agreement: This Contract will be for a period of up to 12 months, commencing on the date entered into and ending on February 28, 2024, unless terminated in writing by either party in accordance with the termination provisions of Section V hereof. This Contract may renewed annually for up to two (2) years, but may not extend beyond February 28, 2026. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements between the parties. Changes, including changes in price and cost, are ineffective unless properly authorized, signed, and delivered in writing by both parties as an addendum to this Contract.

III. Compensation: District agrees to pay Independent Contractor as compensation for the performance of the duties of the Independent Contractor under this Contract. The compensation shall be in accordance with the terms described in Exhibit A. Invoices for services will be payable within the time limits and other requirements set forth in the Florida Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes.

IV. Basic Understanding of the Parties: The parties acknowledge and agree that the District is a local government with a specialized single purpose of providing infrastructure. All of the work of the District is subject to public records, government-in-the-sunshine and related requirements. The parties understand that because the District is a local government certain requirements and limitations apply that would not apply to a private entity. The services provided by the Independent Contractor under this Contract are rendered to the District as an independent contractor and nothing in this Contract shall create an employer/employee, partnership, joint venture, or principal/agent relationship between the parties. Independent Contractor shall not be deemed to be an agent of the District within the meaning or scope of Florida Statute §768.28(9) and shall not be deemed exempt from responsibility or liability for claims or damages resulting from the Independent Contractor’s actions or failure to act under the terms and provisions of this Contract.

V. Termination: This Contract may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice, delivered by first class U.S. mail or electronic mail transmission to the address of the other party as set forth in the signature blocks below, in which event all unaccrued rights, duties and obligations of the parties hereto shall terminate forthwith.

VI. Other Related Provisions and Requirements:

- (a) Work Standard. Work shall be performed professionally in accordance with generally accepted standards of the trade or business.
- (b) Insurance. Independent Contractor shall provide certificate(s) of the following contractually required insurance coverages and policies to be maintained in full force and effect by the Independent Contractor in the coverage amounts set forth above, throughout the term of this Contract, and including any extensions thereof. All such policies and certificates shall also contain a waiver of subrogation in favor of the District and the District Manager and shall also name the District and the District Manager, including affiliates, officers, employees, agents and volunteers, as additional insureds under such insurance policies on a **primary and non-contributory coverage** basis, under the following required coverages: (1) commercial general liability insurance with minimum coverage limits applicable to bodily injury (and property damage) in the coverage limit of at least \$1,000,000 per person and \$2,000,000 per occurrence together with an excess umbrella liability policy in the coverage limits of at least \$5,000,000, excess over required underlying coverages. Such insurance policies shall also provide an endorsement deleting any policy coverage exclusion relating to the “insured’s work” or similar exclusion purporting to exclude bodily injury or property damage arising out of the work or services to be performed by Independent Contractor hereunder; (2) auto liability insurance coverage (minimum coverage amount of \$1,000,000 Any Auto; Symbol 1), together with an excess umbrella liability policy in the coverage limit of at least \$5,000,000, excess over required underlying coverage; (3) workers compensation and employers’ liability insurance coverage for all employees and subcontractors of the Independent Contractor as follows: (i) coverage A workers compensation statutory benefits; (ii) Employers’ Liability (Coverage B) - \$500,000 coverage limit for each accident.
- (c) Reimbursement for Negligent Property Damage. In addition to the insurance requirements of this Agreement, Independent Contractor shall reimburse the District for damages by Independent Contractor to any and all personal and/or real property due to negligence of the Independent Contractor.
- (d) Time of the Essence. The Independent Contractor recognizes that time is of the essence due to the specialized single purpose of the District.
- (e) Disputes; Interpretation; Opportunity to Consult Counsel; Venue. Any controversies arising under this Contract that cannot be resolved by the parties shall be subject either to mediation and if mediation fails then legal action may be instituted and any prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorneys’ fees incident to such legal action. All interpretations of this Contract shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal

counsel prior to entering this Contract, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

- (f) Alternate Services if Breach. If the Independent Contractor ceases work or otherwise breaches this Contract the District has the authority without penalty direct or indirect to contract for the relevant services to be performed by other independent contractors given the nature and specialized single purpose of the District that infrastructure be constructed, acquired and maintained timely at sustained levels of quality over the long term.
- (g) Indemnification. In addition to the insurance requirements of subsection (b) above, Independent Contractor also agrees forever to indemnify, defend and hold harmless the District, Special District Services, Inc., and their respective officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of or resulting from loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Contract and attributable to the negligence or other wrongful conduct of the Independent Contractor or its employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Independent Contractor to comply with the its obligations under this Contract. The Independent Contractor shall also cause the above indemnification obligations to be confirmed, by insurance policy endorsement, as liabilities and obligations of the Independent Contractor which are covered as insured obligations under the insurance coverage requirements set forth in subsection (b) above.
- (h) Severability. The terms of this Contract shall be severable such that, if any term is determined to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Contract, unless the severing of such item would defeat the purpose of this Contract.
- (i) Waiver. No delay or failure on the part of any party in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver or acquiescence; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of the waiver is sought and then only to the extent expressly specified in such writing.


- (j) Sovereign Immunity. Notwithstanding any other term, condition or provision of this Contract to the contrary, the District, and also including the District Manager, and its employees, who are agreed to be acting as statutory agents of the District, pursuant to Florida Statute §768.28(9) and who intends to avail themselves, whether individually or collectively, of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the District's liability exceed the monetary limits set forth in Section 768.28, Florida Statutes. Nothing in this Contract (1) is intended to inure to the benefit of any third party, other than, and with the specific exception of the District Manager, and its employees, all of whom are confirmed to be statutory agents of the District and who are specifically and affirmatively intended as beneficiaries of this Agreement and of the sovereign immunity provisions of Florida Statute Section 768.28(9), for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law or (2) shall be construed as consent by an agency or political subdivision of the State of Florida, or by its District Manager, to be sued by third parties in any manner arising out of any contract, and including any claim or cause of action for damages to the extent that such matters are included within the sovereign immunity provisions of §768.28, Florida Statutes and, specifically including, but not limited to §768.28(9), Florida Statutes.
- (k) Execution; Successors and Assigns. This Contract may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Contract shall be binding upon and inure to the benefit of the parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether or not a signatory to this Contract.
- (l) Verification of Employment Status. The Independent Contractor shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons the Independent Contractor employs in the performance of this Contract. In furtherance of this requirement, the Independent Contractor shall (1) 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 Independent Contractor during the term of this Contract, and (2) if the Independent Contractor enters into an agreement with a subcontractor during the term of this Contract, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien," as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of this Contract.
- (m) Public Records. The Independent Contractor 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 Independent Contractor in conjunction with this Contract. The Independent Contractor acknowledges that the designated public records custodian for the District is Special District Services, Inc.

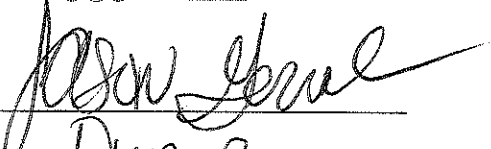
PUBLIC RECORDS NOTICE: IF THE INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT, SPECIAL DISTRICT SERVICES, INC., AT 772-345-5119, 10807 SW TRADITION SQUARE, PORT ST. LUCIE, FLORIDA 34987.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Southern Grove Community
Development District No. 1**
c/o Special District Services, Inc.
10807 SW Tradition Square
Port St. Lucie, FL 34987
Phone: (772) 453-0975
bsakuma@sdsinc.org

By: 
Title: Chairman
Date: 3/6/23

**Treasure Coast Wildlife Trappers
LLC**
2137 SW Imperial St.
Port St. Lucie, FL 34987
(772) 626-3584
globevikings@gmail.com

By: 
Title: Owner
Date: 3/3/23

QUOTE



FROM

Treasure Coast Wildlife Trappers
2137 SW Imperial St.
Port St. Lucie FL
34987
(772) 626-3584

BILL TO

Southern Grove CDD 1
c/o Special District Services,
Inc.
2501A Burns Rd.
Palm Beach Gardens, FL 33410

QUOTE

023-008

QUOTE DATE

02/27/2023

DESCRIPTION

AMOUNT

Contract for Annual Removal of Invasive Green Iguanas

0.00

This contract is made and entered into on [DATE] between Treasure Coast Wildlife Trappers (hereafter referred to as "Contractor") and Southern Grove CDD 1

Scope of Services:

The Contractor agrees to provide services for the removal of the invasive green iguana (*Iguana iguana*) from properties as per the annual contract.

The Contractor will use only humane methods for the removal of green iguanas, including the use of a patented multi-catch Iguana Traps and telescoping catch poles. The Contractor will also ensure that all green iguanas are handled, transported and reported in compliance with all relevant laws and regulations.

All iguanas caught by the Contractor will be documented with photographs, logged with GPS coordinates, gender, nesting sites, eggs found, etc. This information will be submitted to the Florida Fish and Wildlife Conservation Commission annually, as required by law.

Fees and Payment:

Southern Grove CDD 1 will pay the Contractor an annual set-up cost of \$1,250 for the removal of green iguanas from Southern Grove CDD 1 properties. The payment will be made at commencement of contract.

Performance Based Cost

A performance based cost of \$55 per green iguana will be assessed at monthly intervals

Term of Contract:

This contract will be valid for one year from the date of execution. The contract will automatically renew for successive one-year terms unless either party provides written notice of termination at least thirty (30) days before the expiration of the then-current term.

Termination:

This contract may be terminated by either party in the event of a material breach by the other party. In the event of termination, the Contractor will be entitled to receive payment only for services rendered up to the date of termination.

Indemnification:

The Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, demands, suits, judgments, costs, expenses, damages, or liabilities, including reasonable attorney's fees, arising out of or in connection with the Contractor's services under this contract.

Insurance:

The Contractor shall maintain general liability insurance. The Contractor shall provide Tradition with proof of insurance before commencing work under this contract.

Governing Law:

This contract shall be governed by and construed in accordance with the laws of the State of Florida.

Entire Agreement:

This contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, relating to the subject matter of this contract.

Amendments:

This contract may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

Treasure Coast Wildlife Trappers:

Jason Gerrish Owner
2137 SW Imperial St.
Port St. Lucie FL 34987
(772) 626-3584

Southern Grove CDD 1
c/o Special District Services, Inc.
2501A Burns Rd.
Palm Beach Gardens, FL 33410

TOTAL **\$0.00**

TERMS & CONDITIONS

Thank you for considering Treasure Coast Wildlife Trappers for your Nuisance Wildlife Issues. We are the highest rated Trapping Company on the Treasure Coast and look forward to doing business with you!



**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: April 5, 2023**

Subject: **SG - SW Tom Mackie Blvd Phase III**
Work Authorization No. WA 19-144-201
C&T Project No. 19-144.SG6.008.0123.W

Background:

On January 31, 2023, the Southern Grove CDD Engineer received a Work Authorization application for a surface water system connecting to and modifying the Southern Grove Master Stormwater System within CDD 6. The proposed roadway will be operated and maintained by the City of Port St. Lucie. The piped ditch crossing and lake will be dedicated to and maintained by the CDD.

Recommended Action:

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.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project includes infrastructure dedicated to the CDD. The long term operation and maintenance is included in 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

March 27, 2023



WA 19-144-201

Project No. 19-144.SG6.008.0123.R
Date: 03/27/2023
WA 19-144-201 Location Map SW Tom
Mackie Ph 3

EXHIBIT 1

Tom Mackie Blvd Ph 3 SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: April 5, 2023**

Subject: **SG - Cheney Brothers - Canal Banks**
Work Authorization No. 19-144-202
C&T Project No. 19-144.SG3.020.0123.R

Background:

On March 7, 2022, the Southern Grove CDD Engineer received a Work Authorization application for exotic vegetation removal and bank stabilization within a 2.5-acre portion of the eastern bank within CDD water management tract WMT-1 within Southern Grove Plat 33 (aka Duda Canal). The eastern canal bank has historically been covered with vegetation. The applicant proposes to remove the exotic vegetation and a limited amount of native vegetation to improve visibility of the distribution center from the interstate. Removal and/ or pruning of native vegetation will be coordinated with the CDD Development Manager. The bank is currently stabilized by vegetation which will be removed by the proposed activities. To maintain bank integrity, the applicant will stabilize the bank with ArmorMax Anchor Reinforced Vegetation System or approved equal.

Recommended Action:

Approve proposed vegetation removal and slope stabilization under the following conditions:

1. Schedule a preconstruction meeting with the CDD prior to start of any construction.
2. Sediment and turbid water shall be prevented from entering the CDD's stormwater management system. This typically includes installation of silt fence, trenched into the ground, on the water side of any soil stock piled within or adjacent to the CDD Stormwater Management Tract.
3. Any sediment or soil entering the lake shall be removed immediately.
4. Applicant will be responsible for vegetation maintenance, above the normal water line, in perpetuity.

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

March 27, 2023



WA 19-144-102

Project No. 19-144.SG3.020.0123.R
Date: 03/27/2023
WA 19-144-102 Location Map Cheney
Canal Bank

EXHIBIT 1

Cheney Brothers Canal
Vegetation Maintenance
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: April 5, 2023**

Subject: **SG - Accel International - Sign**
Work Authorization No. 19-144-203
C&T Project No. 19-144.SG6.006.0323.R

Background:

On January 20, 2023, the Southern Grove CDD Engineer received a Work Authorization application for the installation of a sign along the eastern bank of within CDD water management tract encompassing the Duda Canal. Area of clearing is anticipated to be around 0.1 acre. Vegetation clearing to be coordinated with CDD Manager. If vegetation along canal bank is exposed, applicant will stabilize bank with ArmorMax Anchor Reinforced Vegetation System or approved equal.

Recommended Action:

Approve proposed project connecting to the Tradition Master Stormwater System under the following conditions:

1. Schedule a preconstruction meeting with the CDD prior to start of any construction.
2. Sediment and turbid water shall be prevented from entering the CDD's stormwater management system. Any sediment or soil entering the lake must be removed immediately.
3. Applicant will be responsible for vegetation (above normal water line) and sign maintenance in perpetuity in the area cleared for sign installation.

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

March 27, 2023



WA 19-144-201

Project No. 19-144.SG6.006.0323.R
Date: 03/27/2023
WA 19-144-203 Location Map ACCEL
sign

EXHIBIT 1 ACCEL Sign SITE LOCATION MAP

RESOLUTION 2023-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 4, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 4 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 4:**

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

_____	Chairperson
_____	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF April, 2023.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 4**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2023-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 5, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 5 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 5:**

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

_____	Chairperson
_____	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF April, 2023.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 5**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2023-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 6, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 6 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 6:**

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

_____	Chairperson
_____	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF April, 2023.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 6**

Secretary / Assistant Secretary

Chairperson

JOINT RESOLUTION NO. 2023-06

A JOINT RESOLUTION OF THE BOARDS OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10 CHANGING THE REGISTERED AGENT AND REGISTERED OFFICE FOR THE DISTRICTS; PROVIDING FOR FILING WITH THE CITY OF PORT ST. LUCIE, FLORIDA, AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARDS OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Boards of Supervisors (“Boards”) of Southern Grove Community Development District Nos. 1 through 10 (“Districts”) are authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes (“Act”), Section 189.014(2), Florida Statutes, and other applicable law.

SECTION 2. FINDINGS.

A. The Districts were established in accordance with the Act as community development districts and local units of special-purpose government by ordinances of the City of Port St. Lucie, a municipal corporation of the State of Florida (“City”).

B. As provided in Section 189.014(2), Florida Statutes, the Districts may change their registered agent and registered office upon filing such information with the City and the Florida Department of Economic Opportunity (“Department”).

SECTION 3. DESIGNATION OF REGISTERED AGENT. The Boards hereby designates as their new registered agent: Glen J. Torcivia.

SECTION 4. DESIGNATION OF REGISTERED OFFICE. The Boards hereby designates as their new registered office:

Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407
Email: glen@torcivialaw.com

SECTION 5. FILING WITH THE CITY AND THE DEPARTMENT. The District Manager for the Districts is hereby authorized and directed to file a copy of this Resolution with the City and the Department in the manner provided in Section 189.014(2), Florida Statutes.

SECTION 6. SEVERABILITY. Should any sentence, section, clause, part, or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same

shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Boards of Supervisors of the Districts held in open public session this 5th day of April, 2023.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

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

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors