



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

**PORT ST. LUCIE
REGULAR BOARD MEETING**

**FEBRUARY 7, 2024
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

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025011?omn=85386137435>

Meeting ID: 334 102 5011

Dial In at: 1 929 436 2866

Port St. Lucie, FL 34987

REGULAR BOARD MEETING

February 7, 2024

10:30 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Seat New Board Members /Administer Oath of Office / Appointment to Board Vacancies /
Resolution No. 2024-01; Election of Officers.....Page 2
- E.** Additions or Deletions
- F.** Comments from the Public Not on the Agenda
- G.** Consent Items
 - 1. Approval of November 1st, 2023, Regular Board Meeting Minutes.....Page 9
 - 2. Approve and Ratify WA # 19-144-212; Plat 45.....Page 13
 - 3. Approve and Ratify WA # 19-144-213; Hegener Drive Extension.....Page 15
 - 4. Approve and Ratify 2022 Bond Requisition (No. 15); District No. 5 Special Assessment Bonds,
Series 2022-1 (Community Infrastructure).....Page 17
 - 5. Approve and Ratify 2022 Bond Requisition (No. 16); District No. 5 Special Assessment Bonds,
Series 2022-1 (Community Infrastructure).....Page 28
 - 6. Approve and Ratify 2022 Bond Requisition (No. 17); District No. 5 Special Assessment Bonds,
Series 2022-1 (Community Infrastructure).....Page 39
- H.** Old Business
- I.** New Business
 - 1. Consider Engagement Letter for Bond Counsel and Disclosure Counsel Representation of
Southern Grove CDD No.5 (2024 Bonds).....Page 50
 - 2. Consider Memo No. 24-01; Voting Conflict of Interest-Supervisors Who (1) are Employed by
Or Affiliated with Owner of Developers of Lands Within the Districts, (2) are Elected by
Landowners, and (3) are Not Employees of a Public Agency Landowner.....Page 58
 - 3. Consider Approval of Stars and Strips Park Improvement and Art Donation Agreement.....Page 63
 - 4. Consider Approval of Assignment of Site Contractor Agreement to Southern Grove CDD
No. 5; Marshall Parkway 3 (2022 Projects).....Page 86
 - 5. Consider Approval of Drainage and Irrigation Easement; Southern Grove CDD No. 5.....Page 155
- J.** Administrative Matters
 - 1. Manager's Report

2. Attorney's Report
3. Engineer's Report
4. Financial Report
5. Founder's Report

K. Board Member Comments

L. Adjourn

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10
FISCAL YEAR 2023/2024
REGULAR BOARD MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-10 (“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 4, 2023
November 1, 2023
December 6, 2023
January 3, 2024
February 7, 2024
March 6, 2024
April 3, 2024
May 1, 2024
June 5, 2024
July 3, 2024
August 7, 2024
September 4, 2024

***Irrigation Rate Committee Meeting – 9:00 a.m.**
Southern Grove CDD Meeting – 10:30 a.m.
Tradition CDD Meeting – 11:00 a.m.

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. 1-10

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/25/23

RESOLUTION 2024- 01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT NO. 1, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 1 (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 NO. 1:**

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

_____	Chairperson
William Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Assistant Secretary
Tara Toto	Assistant Secretary
Ricardo Mojico	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 1**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024- 01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT NO. 2, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 2 (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 NO. 2:**

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

_____	Chairperson
William Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Assistant Secretary
Tara Toto	Assistant Secretary
Ricardo Mojico	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 2**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 3, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 3 (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 3:**

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

_____	Chairperson
David Graham	Assistant Secretary
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Vice-Chairperson
Jennifer Davis	Assistant Secretary
Ricardo Mojica	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 3**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-01

**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:

<u>Jennifer Davis</u>	Chairperson
<u>Ricardo Mojica</u>	Vice-Chairperson
<u>B. Frank Sakuma, Jr.</u>	Secretary/Treasurer
<u>David Graham</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 4**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-01

**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
William Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 5**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-01

**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:

Jennifer Davis	Chairperson
Ricardo Mojica	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
David Graham	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF February, 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 6**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024- 01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT NO. 9, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 9 (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 NO. 9:**

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

_____	Chairperson
William Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary
Steven Dassa	Assistant Secretary
Ricardo Mojica	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF February 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 9**

Secretary / Assistant Secretary

Chairperson

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

**Tradition Town Hall
10799 SW Civic Lane**

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025012>

Meeting ID: 334 102 5012

Dial In at: 1 929 436 2866

Port St. Lucie, FL 34987

REGULAR BOARD MEETING

November 1, 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 November 1st, 2023, was called to order at 10:37 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 25th, 2023, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum in District Nos. 1,2&9, and it was in order to proceed with the meeting: There was no quorum in District Nos. 3,4,5,6,7,8&10.

CDD #'s 1-10		
Chairman/ Supervisor	Frank Covelli: #1,2,3,5,9	Absent
Supervisor	Ricardo Mojica: #1,2,3,4,6,9	Present
Supervisor / Vice Chair	Steven Dassa: #1,2,3,5,9	Present
Supervisor	William Pittsley: #1,2,5,9	Absent
Supervisor / Vice Chair	David Graham: #3,4,5,6,7,8,10	Absent
Supervisor	Stephen Okiye: #4,7,8,10	Via Zoom
Supervisor	Tara Toto: #1,2,9	Present
Chairman/ Supervisor	Jennifer Davis: #3,4,6,7,8,10	Via Zoom
Supervisor	Elijah Wooten: #7,8,10	Via Zoom
Supervisor	Jeff Greenwalt: #7,8,10	Via Zoom

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 Manager	Andrew Karmeris	Special District Services, Inc.
District Engineer	Kelly Cranford	Culpepper and Terpening

District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.
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Also present were: District Engineer, Gabriel Gomez with Culpepper and Terpening.
(See attached sign-in sheet)

D. SEAT NEW BOARD MEMBERS/ADMINISTER OATH OF OFFICE

A **Motion** was made by CDD No. 1 Ms. Dassa, seconded by Mr. Mojica and passed unanimously to Appoint William Pittsley to District No. 1/Seat 1; District No. 2/Seat 1; District No. 5/Seat 4; District No. 9/Seat 2.

Mr. Pittsley was unavailable to take the Oath. The meeting continued.

E. ADDITIONS OR DELETIONS TO AGENDA

Staff requested (5) items be added under New Business:

- 1 – (I-4) WA #19-144-112.1; Telaro at Southern Grove Mod
- 2 – (I-5) WA #19-144-164; Kenley SG4C
- 3 – (I-6) WA #19-144-211; Tom Mackie Blvd and Marshall Blvd – Fiber
- 4 – (I-7) WA #19-144-205.1; Dragonfly Industrial Park
- 5 – (I-8) WA #5-41-1118-PS; Review of Mattamy SG2 – Manderlie

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

F. COMMENTS FROM THE PUBLIC FOR DISTRICT ITEMS NOT ON THE AGENDA

There were no comments from the public.

G. CONSENT ITEMS

- 1. **September 6th, 2023, Regular Board Meeting & Public Hearing Minutes**
- 2. **WA # 19-143-210; SLCFD Fire Station #20**
- 3. **WA # 19-144-211; Tom Mackie Blvd & Marshall Blvd – Fiber**
- 4. **2022 Bond Requestion (No. 14); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)**

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

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Resolution No. 2023-25 for District Nos.1-10; Adopting Fiscal Year 2022/2023 Final Amended Budget

Resolution No. 2023-25 was presented, entitled:

RESOLUTION NO. 2023-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10 AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Adopt Resolution No. 2023-25.

2. Appointment to Board Vacancies

Appointments were made at the beginning of the meeting under section D.

3. Resolution No. 2023-22; Election of Officers

Resolution No. 2023-22 was presented, entitled:

RESOLUTION NO. 2023-22

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, 8, & 10 AND PROVIDING FOR AN EFFECTIVE DATE.

No action was taken.

4. (Addition) WA #19-144-112.1; Telaro at Southern Grove Mod

5. (Addition) WA #19-144-164; Kenley SG4C

6. (Addition) WA #19-144-211; Tom Mackie Blvd and Marshall Blvd – Fiber

7. (Addition) WA #19-144-205.1; Dragonfly Industrial Park

8. (Addition) WA #5-41-1118-PS; Review of Mattamy SG2 – Manderlie

A **Motion** was made by CDD No. 1 Mr. Dassa seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Approve New Business Nos. 4,5,6,7,&8.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report.

2. Attorney's Report

Ms. Garrett had no further report.

3. Engineer's Report

Ms. Cranford had nothing further to report.

4. Financial Report

Mr. Karmeris had nothing further to report.

5. Founder's Report

The Founder offered no report.

K. BOARD MEMBER COMMENTS

There were no Board comments.

L. ADJORNMENT

There being no further business to come before the Boards, Mr. Dassa adjourned the meeting at 10:45a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: February 7, 2024**

Subject: **SG - Southern Grove Plat 45**
 Work Authorization No. WA-19-144-212
 C&T Project No. 19-144.SG7.001.1123.W

Background:

On November 20, 2023, the Southern Grove CDD Engineer received an application for a Work Authorization to replat 378.65 acres previously platted under Southern Grove Plat 43. This plat includes dedications Southern Grove CDD 5 (WMT-1, WMT-2, WMT-3, and a 20-ft wide water management easement).

Recommended Action:

Ratify the CDD Chairman's authorization to sign the plat on behalf of the Southern Grove CDD 5.

Location: Tradition Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes, Tier 3

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



January 26, 2024



0 2,500 5,000
Feet

SG - Southern Grove Plat 45
WA#: 19-144-212
Project #:19-144.SG7.001.1123.W

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-212
Project #:
19-144.SG7.001.1123.W
Scale: 1" = 5,000'
Date: 1/26/2024

EXHIBIT 1
SG - SOUTHERN
GROVE PLAT 45
SITE LOCATION MAP



**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date: February 7, 2024**

Subject: **SG - Hegener Drive Extension**
 Work Authorization No. WA-19-144-213
 C&T Project No. 19-144.SG7.002.1223.W

Background:

On December 23, 2023, the Southern Grove CDD Engineer received a Work Authorization application for connecting a new extension of Hegner Drive (4.27 acres of City right-of-way) to the Southern Grove master stormwater system. None of the proposed infrastructure will be dedicated to or maintained by the CDD.

Recommended Action:

Ratify the CDD Engineer's approval of the proposed project connecting to the Southern Grove Master Stormwater System

Location: Southern Grove Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes, Tier 3

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

January 26, 2024



0 650 1,300
Feet

SG - Hegner Drive Extension
WA#: 19-144-213
Project #:19-144.SG7.002.1223.W

Legend

- Subject Property
- Parcels

Work Authorization #:
19-144-213
Project #:
19-144.SG7.002.1223.W
Scale: 1" = 1,300'
Date: 1/26/2024



EXHIBIT 1 SG - HEGNER DRIVE EXTENSION SITE LOCATION MAP

2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

REQUISITION NO. 15

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: **15**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$350,603.18**

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: 11.7.23

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: Butch Terpening
Title: District Engineer
Date: November 7, 2023



WIRE TRANSFER INSTRUCTIONS

Please include the following information on all wire transfers to our bank account:

Bank Name:	SouthState Bank, N.A.
Bank Address:	1101 First Street South, Winter Haven, FL 33880
ABA Routing Number:	063114030
Account Number:	8010001456690
Account Name:	Guettler Brothers Construction LLC
Reference (i.e. Invoice No)	

Before initiating your first wire transfer into this account, please call Matthew Guettler, at 772-216-2579 to verify the above account information is correct and has not been fraudulently altered or modified.

A handwritten signature in blue ink, appearing to read 'M. Guettler'.

Matthew Guettler
Manager
Office: 772-461-8345
Mobile: 772-216-2579
Email: matt@guettlerconstruction.com

PAYMENT APPLICATION

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 #: 10	Invoice #: 221400-10
FROM: Guettler Brothers Construction LLC 4401 Whiteway Dairy Rd Fort Pierce, FL 34947	PROJECT #: 221400 DATE OF CONTRACT: 12/20/2022	PERIOD THRU: 10/25/2023	INVOICE DATE: 11/3/2023




EMAILED
Nov 03 2023
Matt Guettler

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	\$	154,081.48
3.	CURRENT CONTRACT AMOUNT	\$	6,211,198.97
4.	TOTAL COMPLETED & STORED	\$	4,380,086.96
5.	RETAINAGE:		
a.	10% of Completed Work	\$	438,008.70
b.	0% of Materials Stored	\$	-
	TOTAL RETAINAGE	\$	438,008.70
6.	TOTAL COMPLETED & STORED LESS RETAINAGE	\$	3,942,078.27
7.	LESS PREVIOUS PAYMENT APPLICATIONS	\$	3,591,475.09
8.	PAYMENT DUE	\$	350,603.18
9.	BALANCE TO COMPLETION	\$	2,269,120.71

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 Cont ract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR:	Guettler Brothers Construction LLC		
By:	 Benjamin Guettler	Date:	11/3/2023
State of:	Florida		
County of:	Saint Lucie		
Subscribed and sworn to before me this 3 day of November 2023			
Notary Public:	Sharon M. Morris	x 	
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:	<div>\$ 350,603.18</div>
(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:	 Date: 11/3/23
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										10		Invoice Date: 10/25/23	
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				
A.			PROJECT ADMINISTRATION																				
1	101-1A	30010	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	1.00	LS	17,930.88	17,930.88	0.90	16,137.79	90%		0.00	0%	0.90	16,137.79	90%	0.10	1,793.09	10%				
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	0.90	5,517.30	90%		0.00	0%	0.90	5,517.30	90%	0.10	613.03	10%				
4		30010	Survey & Asbuilts	1.00	LS	35,933.57	35,933.57	0.90	32,340.21	90%		0.00	0%	0.90	32,340.21	90%	0.10	3,593.36	10%				
			SUBTOTAL				60,431.10		53,995.30			0.00			53,995.30			6,435.80					
B.			EROSION CONTROL																				
1	104-10-3	30030	SEDIMENT BARRIER	17,560.00	LF	1.64	28,798.40	5,500.00	9,020.00	31%		0.00	0%	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%	200.00	2,182.00	100%	200.00	2,182.00	100%	0.00	0.00	0%				
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%	23.00	1,881.63	100%	23.00	1,881.63	100%	0.00	0.00	0%				
			SUBTOTAL				46,912.80		9,020.00			4,063.63			13,083.63			33,829.17					
C.			EARTHWORK																				
1	110-1	30510	CLEARING & GRUBBING	20.10	AC	2,945.18	59,198.12	20.10	59,198.12	100%		0.00	0%	20.10	59,198.12	100%	0.00	0.00	0%				
2	120-1	30510	REGULAR EXCAVATION	4,160.00	CY	7.44	30,950.40	4,160.00	30,950.40	100%		0.00	0%	4,160.00	30,950.40	100%	0.00	0.00	0%				
3	120-3	30510	LATERAL DITCH EXCAVATION	6,750.00	CY	7.44	50,220.00	6,750.00	50,220.00	100%		0.00	0%	6,750.00	50,220.00	100%	0.00	0.00	0%				
4	120-6	30510	EMBANKMENT	62,810.00	CY	5.80	364,298.00	62,810.00	364,298.00	100%		0.00	0%	62,810.00	364,298.00	100%	0.00	0.00	0%				
			SUBTOTAL				504,666.52		504,666.52			0.00			504,666.52			0.00					
D.			PAVING																				
1	160-4	31030	TYPE B STABILIZATION (12" THICK)	35,772.00	SY	4.00	143,088.00	35,772.00	143,088.00	100%		0.00	0%	35,772.00	143,088.00	100%	0.00	0.00	0%				
2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	32,543.00	SY	19.50	634,588.50	30,664.00	597,948.00	94%	1,879.00	36,640.50	6%	32,543.00	634,588.50	100%	0.00	0.00	0%				

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.							PROJECT: Becker Road West - Phase 2 Extension							10	Invoice Date: 10/25/23				
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
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%	0.00	0.00	0%	1,118.00	13,416.00	100%
4	334-1-13	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%	1,779.13	308,572.31	34%	1,779.13	308,572.31	34%	3,501.27	607,260.27	66%
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%	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%	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	9,950.00	149,250.00	100%		0.00	0%	9,950.00	149,250.00	100%	0.00	0.00	0%
8	522-1	31040	CONCRETE SIDEWALK/PADS , 4" THICK	11,793.00	SY	42.50	501,202.50	9,366.00	398,055.00	79%		0.00	0%	9,366.00	398,055.00	79%	2,427.00	103,147.50	21%
9	522-2	31040	CONCRETE DRIVEWAY , 6" THICK	100.00	SY	54.63	5,463.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	100.00	5,463.00	100%
10	527-2	31240	DETECTABLE WARNINGS	96.00	SF	27.35	2,625.60	0.00	0.00	0%		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%	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%	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	14,512.00	31,491.04	87%		0.00	0%	14,512.00	31,491.04	87%	2,226.00	4,830.42	13%
			SUBTOTAL				3,071,936.48		1,319,832.04			345,212.81			1,665,044.85			1,406,891.63	

E.			DRAINAGE																
1	400-1-2	31010	Endwall 48" & 36"	1.00	EA	18,515.20	18,515.20	1.00	18,515.20	100%		0.00	0%	1.00	18,515.20	100%	0.00	0.00	0%
2	400-1-2	31010	Endwall 36"	1.00	EA	10,229.40	10,229.40	1.00	10,229.40	100%		0.00	0%	1.00	10,229.40	100%	0.00	0.00	0%
3	425-1-361	31010	INLETS, CURB, TYPE P-6, < 10'	14.00	EA	8,000.20	112,002.80	14.00	112,002.80	100%		0.00	0%	14.00	112,002.80	100%	0.00	0.00	0%
4	425-1-369	31010	INLETS, CURB, TYPE P-6, MODIFIED (REPLACE TOP)	4.00	EA	6,238.00	24,952.00	4.00	24,952.00	100%		0.00	0%	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	12.00	69,189.36	100%		0.00	0%	12.00	69,189.36	100%	0.00	0.00	0%
7	425-2-91A	31010	MANHOLE J-8, <10'	5.00	EA	14,208.26	71,041.30	5.00	71,041.30	100%		0.00	0%	5.00	71,041.30	100%	0.00	0.00	0%
9	430-174-115	31010	PIPE CULVERT, HPPP, ROUND, 15"	280.00	LF	42.66	11,944.80	280.00	11,944.80	100%		0.00	0%	280.00	11,944.80	100%	0.00	0.00	0%
10	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	641.00	LF	61.26	39,267.66	641.00	39,267.66	100%		0.00	0%	641.00	39,267.66	100%	0.00	0.00	0%
11	430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	1,249.00	LF	75.47	94,262.03	1,249.00	94,262.03	100%		0.00	0%	1,249.00	94,262.03	100%	0.00	0.00	0%
12	430-174-130	31010	PIPE CULVERT, HPPP, ROUND, 30"	496.00	LF	123.00	61,008.00	496.00	61,008.00	100%		0.00	0%	496.00	61,008.00	100%	0.00	0.00	0%
13	430-174-136	31010	PIPE CULVERT, HPPP, ROUND, 36"	941.00	LF	143.63	135,155.83	941.00	135,155.83	100%		0.00	0%	941.00	135,155.83	100%	0.00	0.00	0%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.							PROJECT: Becker Road West - Phase 2 Extension							10	Invoice Date: 10/25/23				
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
14	430-174-142	31010	PIPE CULVERT, HPPP, ROUND, 42"	60.00	LF	166.28	9,976.80	60.00	9,976.80	100%		0.00	0%	60.00	9,976.80	100%	0.00	0.00	0%
15	430-174-148	31010	PIPE CULVERT, HPPP, ROUND, 48"	38.00	LF	227.62	8,649.56	38.00	8,649.56	100%		0.00	0%	38.00	8,649.56	100%	0.00	0.00	0%
18	446-1-1	31010	EDGEDRAIN DRAINCRETE, STANDARD	19,580.00	LF	22.79	446,228.20	9,790.00	223,114.10	50%		0.00	0%	9,790.00	223,114.10	50%	9,790.00	223,114.10	50%
19	530-3-5	31010	RIP-RAP RUBBLE, DITCH LINING	120.00	CY	122.15	14,658.00	120.00	14,658.00	100%		0.00	0%	120.00	14,658.00	100%	0.00	0.00	0%
			SUBTOTAL				1,127,080.94		903,966.84			0.00			903,966.84			223,114.10	

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%	0.00	0.00	0%	380.00	39,691.00	100%
2	700-1-11A	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R1-1 STOP)	1.00	EA	481.30	481.30	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	481.30	100%
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%	0.00	0.00	0%	9.00	481.32	100%
4	700-1-11C	31240	SINGLE POST SIGN, F&I GM, < 12 SF (OM1-1 YELLOW 9 BUTTON)	22.00	EA	322.69	7,099.18	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	22.00	7,099.18	100%
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%	0.00	0.00	0%	2.00	481.30	100%
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%	0.00	0.00	0%	1.00	481.30	100%
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%	0.00	0.00	0%	2.00	481.30	100%
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%	0.00	0.00	0%	2.00	481.30	100%
9	700-1-60	31240	SINGLE POST SIGN, REMOVE	13.00	EA	2.10	27.30	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	13.00	27.30	100%
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%	0.00	0.00	0%	852.00	4,191.84	100%
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%	0.00	0.00	0%	10,280.00	22,513.20	100%
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%	0.00	0.00	0%	935.00	1,533.40	100%
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%	0.00	0.00	0%	1,092.00	3,581.76	100%
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%	0.00	0.00	0%	840.00	781.20	100%
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%	0.00	0.00	0%	2.00	328.16	100%
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%	0.00	0.00	0%	1.00	164.08	100%
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%	0.00	0.00	0%	10.00	1,640.80	100%
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%	0.00	0.00	0%	11,040.00	24,177.60	100%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.										PROJECT: Becker Road West - Phase 2 Extension										10	Invoice Date:		10/25/23	
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					
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%	0.00	0.00	0%	670.00	254.60	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%	0.00	0.00	0%	728.00	2,387.84	100%					
			SUBTOTAL				111,259.78		0.00			0.00			0.00			111,259.78						

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%	0.00	0.00	0%	0.00	0.00	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%	0.00	0.00	0%	0.00	0.00	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%	0.00	0.00	0%	0.00	0.00	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%	0.00	0.00	0%	0.00	0.00	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%	0.00	0.00	0%	0.00	0.00	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%	0.00	0.00	0%	0.00	0.00	0%
7			CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	0.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	0.00	0.00	0%
8			ALL REQUIRED TESTING (INCLUDING BACKFILL DENSITIES)	0.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	0.00	0.00	0%
0			STREET LIGHTING SUBTOTAL	0.00	0	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	0.00	0.00	0%
			SUBTOTAL				0.00		0.00			0.00			0.00			0.00	

H.			UTILITY EXTENSIONS																
1	633-112	31010	FIBER OPTIC CABLE (F&I) 96 STRAND	3,450.00	LF	6.56	22,632.00	0.00	0.00	0%	3,450.00	22,632.00	100%	3,450.00	22,632.00	100%	0.00	0.00	0%
2	715-2-115	31010	2" CONDUIT (F&I) (UNDERGRD, PVC SCHEDULE 40)	11,750.00	LF	10.85	127,487.50	7,833.00	84,988.05	67%		0.00	0%	7,833.00	84,988.05	67%	3,917.00	42,499.45	33%
3	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	8.00	EA	1,248.10	9,984.80	7.00	8,736.70	88%	1.00	1,248.10	13%	8.00	9,984.80	100%	0.00	0.00	0%
4	1050-31206A	31020	UTILITY PIPE,PVC, F&I, 6" WATER MAIN	298.00	LF	39.38	11,735.24	298.00	11,735.24	100%		0.00	0%	298.00	11,735.24	100%	0.00	0.00	0%
5	1050-31206B	31010	UTILITY PIPE,PVC, F&I, 6" FORCE MAIN	143.00	LF	39.38	5,631.34	143.00	5,631.34	100%		0.00	0%	143.00	5,631.34	100%	0.00	0.00	0%
6	1050-31208	31020	UTILITY PIPE,PVC, F&I, 8" WATER MAIN	454.00	LF	55.79	25,328.66	454.00	25,328.66	100%		0.00	0%	454.00	25,328.66	100%	0.00	0.00	0%
7	1050-31212A	31020	UTILITY PIPE,PVC, F&I, 12" WATER MAIN	3,540.00	LF	94.07	333,007.80	3,540.00	333,007.80	100%		0.00	0%	3,540.00	333,007.80	100%	0.00	0.00	0%
8	1050-31212B	31010	UTILITY PIPE,PVC, F&I, 12" FORCE MAIN	3,450.00	LF	94.07	324,541.50	3,450.00	324,541.50	100%		0.00	0%	3,450.00	324,541.50	100%	0.00	0.00	0%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.							PROJECT: Becker Road West - Phase 2 Extension							10	Invoice Date: 10/25/23				
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
9	1055-31112	31020	UTILITY FITTINGS FOR PVC PIPE	2.00	TON	3,255.35	6,510.70	2.00	6,510.70	100%		0.00	0%	2.00	6,510.70	100%	0.00	0.00	0%
10	1055-31512	31020	UTILITY FITTINGS FOR PVC PIPE, CAP, 12" (RESTRAINED)	2.00	EA	5,611.55	11,223.10	2.00	11,223.10	100%		0.00	0%	2.00	11,223.10	100%	0.00	0.00	0%
11	1080-24112A	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" WATER MAIN	7.00	EA	2,723.73	19,066.11	7.00	19,066.11	100%		0.00	0%	7.00	19,066.11	100%	0.00	0.00	0%
12	1080-24112B	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" FORCE MAIN	1.00	EA	495.52	495.52	1.00	495.52	100%		0.00	0%	1.00	495.52	100%	0.00	0.00	0%
13	1080-24112C	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 8" WATER MAIN	6.00	EA	6,583.99	39,503.94	6.00	39,503.94	100%		0.00	0%	6.00	39,503.94	100%	0.00	0.00	0%
14	1080-24112D	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" WATER MAIN	9.00	EA	6,156.29	55,406.61	9.00	55,406.61	100%		0.00	0%	9.00	55,406.61	100%	0.00	0.00	0%
15	1080-24112E	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" FORCE MAIN	3.00	EA	28,984.23	86,952.69	3.00	86,952.69	100%		0.00	0%	3.00	86,952.69	100%	0.00	0.00	0%
16	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%	3.00	7,836.48	100%	3.00	7,836.48	100%	0.00	0.00	0%
17	1080-32112A	31020	UTILITY FIXTURE - SAMPLE POINT	8.00	EA	495.52	3,964.16	0.00	0.00	0%	4.00	1,982.08	50%	4.00	1,982.08	50%	4.00	1,982.08	50%
18	1080-32112B	31020	UTILITY FIXTURE - JUMPER	1.00	EA	6,583.99	6,583.99	0.00	0.00	0%	1.00	6,583.99	100%	1.00	6,583.99	100%	0.00	0.00	0%
19	1644-112-6	31020	FIRE HYDRANT ASSEMBLY	6.00	EA	6,156.29	36,937.74	6.00	36,937.74	100%		0.00	0%	6.00	36,937.74	100%	0.00	0.00	0%
SUBTOTAL							1,134,829.88		1,050,065.70			40,282.65			1,090,348.35			44,481.53	

			ORIGINAL CONTRACT TOTAL				6,057,117.50		3,841,546.40			389,559.09			4,231,105.49			1,826,012.01	
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1A			Change Order #1 - Item 1.1, Existing Drainage Modifications																
1		31010	Wellpoint around Existing Box	4.00	EA	800.00	3,200.00	4.00	3,200.00	100%		0.00	0%	4.00	3,200.00	100%	0.00	0.00	0%
2		31010	Remove Box and Relocate Box approx 16"	4.00	EA	2,000.00	8,000.00	4.00	8,000.00	100%		0.00	0%	4.00	8,000.00	100%	0.00	0.00	0%
3		31010	Cut/Remove Ex.pipe from Box	4.00	EA	450.00	1,800.00	4.00	1,800.00	100%		0.00	0%	4.00	1,800.00	100%	0.00	0.00	0%
4		31010	Install new pipe into Box	4.00	EA	507.00	2,028.00	4.00	2,028.00	100%		0.00	0%	4.00	2,028.00	100%	0.00	0.00	0%
5		31010	Backfill & Compact	4.00	EA	400.00	1,600.00	4.00	1,600.00	100%		0.00	0%	4.00	1,600.00	100%	0.00	0.00	0%
SUBTOTAL							16,628.00		16,628.00			0.00			16,628.00			0.00	

1B			Change Order #1 - Item 1.2.1, Blue Stream Conduit																
1		31010	2" SCH40 (Blue Stream Supplied Material)	320.00	LF	6.00	1,920.00	320.00	1,920.00	100%		0.00	0%	320.00	1,920.00	100%	0.00	0.00	0%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.							PROJECT: Becker Road West - Phase 2 Extension							10	Invoice Date: 10/25/23				
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
			SUBTOTAL				1,920.00		1,920.00			0.00			1,920.00			0.00	
1C			Change Order #1 - Item 1.2.2, FPL Conduit																
1		31010	2" SCH40 (FPL Supplied Material)	1,660.00	LF	6.00	9,960.00	1,660.00	9,960.00	100%		0.00	0%	1,660.00	9,960.00	100%	0.00	0.00	0%
			SUBTOTAL				9,960.00		9,960.00			0.00			9,960.00			0.00	
1D			Change Order #1 - Item 1.2.3, Added Fiber Optic																
1		31010	2" SCH 40	2,808.00	LF	11.00	30,888.00	2,808.00	30,888.00	100%		0.00	0%	2,808.00	30,888.00	100%	0.00	0.00	0%
2		31010	Pull String	2,808.00	LF	0.05	140.40	2,808.00	140.40	100%		0.00	0%	2,808.00	140.40	100%	0.00	0.00	0%
3		31010	2" Swpees	2.00	EA	55.00	110.00	2.00	110.00	100%		0.00	0%	2.00	110.00	100%	0.00	0.00	0%
			SUBTOTAL				31,138.40		31,138.40			0.00			31,138.40			0.00	
1E			Change Order #1 - Item 1.2.4, Irrigation																
1		31010	2" CL200	122.00	LF	7.71	940.62	122.00	940.62	100%		0.00	0%	122.00	940.62	100%	0.00	0.00	0%
2		31010	3" CL200	860.00	LF	10.48	9,012.80	860.00	9,012.80	100%		0.00	0%	860.00	9,012.80	100%	0.00	0.00	0%
3		31010	4" CL200	700.00	LF	13.72	9,604.00	700.00	9,604.00	100%		0.00	0%	700.00	9,604.00	100%	0.00	0.00	0%
4		31010	8" CL200	520.00	LF	35.33	18,371.60	520.00	18,371.60	100%		0.00	0%	520.00	18,371.60	100%	0.00	0.00	0%
			SUBTOTAL				37,929.02		37,929.02			0.00			37,929.02			0.00	
1F			Change Order #1 - Item 1.2.5, Locator Balls																
1		31020	Lacator Balls	62.00	EA	22.12	1,371.44	62.00	1,371.44	100%		0.00	0%	62.00	1,371.44	100%	0.00	0.00	0%
2		31020	2"	6.00	EA	3.07	18.42	6.00	18.42	100%		0.00	0%	6.00	18.42	100%	0.00	0.00	0%
3		31020	3"	24.00	EA	5.75	138.00	24.00	138.00	100%		0.00	0%	24.00	138.00	100%	0.00	0.00	0%
4		31020	4"	22.00	Ea	10.56	232.32	22.00	232.32	100%		0.00	0%	22.00	232.32	100%	0.00	0.00	0%
5		31020	8"	10.00	EA	55.50	555.00	10.00	555.00	100%		0.00	0%	10.00	555.00	100%	0.00	0.00	0%

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.							PROJECT: Becker Road West - Phase 2 Extension							10	Invoice Date: 10/25/23				
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
			SUBTOTAL				2,315.18		2,315.18			0.00			2,315.18			0.00	
1G			Change Order #1 - Item 1.2.6, Misc Items for Conduits																
1		31030	Misc Glue/Cleaner Etc.	1.00	LS	685.00	685.00	1.00	685.00	100%		0.00	0%	1.00	685.00	100%	0.00	0.00	0%
2		31030	Additonal Road Rock full depth	1.00	LS	1,895.00	1,895.00	1.00	1,895.00	100%		0.00	0%	1.00	1,895.00	100%	0.00	0.00	0%
3		30010	Survey	1.00	LS	2,375.00	2,375.00	1.00	2,375.00	100%		0.00	0%	1.00	2,375.00	100%	0.00	0.00	0%
4		30010	Asbuilts	1.00	LS	1,865.00	1,865.00	1.00	1,865.00	100%		0.00	0%	1.00	1,865.00	100%	0.00	0.00	0%
5		30010	Mobilization	1.00	LS	750.00	750.00	1.00	750.00	100%		0.00	0%	1.00	750.00	100%	0.00	0.00	0%
			SUBTOTAL				7,570.00		7,570.00			0.00			7,570.00			0.00	
1H			Change Order #1 - Item 1.3, Additional Striping																
1		31240	6" Solid White Paint	2,630.00	LF	0.50	1,301.85	2,630.00	1,301.85	100%		0.00	0%	2,630.00	1,301.85	100%	0.00	0.00	0%
2		31240	6" Solid Yellow Paint	5,600.00	LF	0.50	2,772.00	5,600.00	2,772.00	100%		0.00	0%	5,600.00	2,772.00	100%	0.00	0.00	0%
3		31240	18" Solid Yellow Paint	95.00	LF	0.50	47.03	95.00	47.03	100%		0.00	0%	95.00	47.03	100%	0.00	0.00	0%
			SUBTOTAL				4,120.88		4,120.88			0.00			4,120.88			0.00	
1I			Change Order #1 - Item 1.4, Hauling Import Fill																
1		30510	Haul Import Fill from Stockpile	25,000.00	CY	1.70	42,500.00	22,000.00	37,400.00	88%		0.00	0%	22,000.00	37,400.00	88%	3,000.00	5,100.00	12%
			SUBTOTAL				42,500.00		37,400.00			0.00			37,400.00			5,100.00	
			CHANGE ORDER #1 TOTAL				154,081.48		148,981.48			0.00			148,981.48			5,100.00	
			TOTAL WORK COMPLETED				6,211,198.97		3,990,527.88			389,559.09			4,380,086.96			1,831,112.01	

2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

REQUISITION NO. 16

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: **16**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$114,362.26**

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: 11.22.23

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: JP "Butch" Terpening
Title: District Engineer
Date: November 22, 2023



WIRE TRANSFER INSTRUCTIONS

Please include the following information on all wire transfers to our bank account:

Bank Name:	SouthState Bank, N.A.
Bank Address:	1101 First Street South, Winter Haven, FL 33880
ABA Routing Number:	063114030
Account Number:	8010001456690
Account Name:	Guettler Brothers Construction LLC
Reference (i.e. Invoice No)	

Before initiating your first wire transfer into this account, please call Matthew Guettler, at 772-216-2579 to verify the above account information is correct and has not been fraudulently altered or modified.

Matthew Guettler
Manager
Office: 772-461-8345
Mobile: 772-216-2579
Email: matt@guettlerconstruction.com

PAYMENT APPLICATION

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

PROJECT #: 221400

Invoice #: 221400-11

APPLICATION #: 11

PERIOD THRU: 11/14/2023

DATE OF CONTRACT: 12/20/2022

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	\$	154,081.48
3.	CURRENT CONTRACT AMOUNT	\$	6,211,198.97
4.	TOTAL COMPLETED & STORED	\$	4,382,069.04
5.	RETAINAGE:		
	a. VARIABLE of Completed Work	\$	325,628.50
	b. 0% of Materials Stored	\$	-
	TOTAL RETAINAGE	\$	325,628.50
6.	TOTAL COMPLETED & STORED LESS RETAINAGE	\$	4,056,440.54
7.	LESS PREVIOUS PAYMENT APPLICATIONS	\$	3,942,078.28
8.	PAYMENT DUE	\$	114,362.26
9.	BALANCE TO COMPLETION	\$	2,154,758.43

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:  Date: 11/14/2023

Benjamin Guettler

State of: Florida



County of: Saint Lucie

Subscribed and sworn to before me this 14 day of November 2023

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

X 

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:

\$ 114,362.26

(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: 

Date: 11/15/23

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

PROJECT: Becker Road West - Phase 2 Extension																				
Payment Application containing Contractor's signature is attached													11	Invoice Date:		11/14/23				
Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Percent	Amount	Qty	Percent	Amount	Qty	Percent	Amount	Qty	Amount	PERCENT	AMOUNT
A.			PROJECT ADMINISTRATION																	
1	101-1A	30010	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	1.00	LS	17,930.88	17,930.88	0.90		16,137.79	90%		0.00	0%	16,137.79	90%	0.10	1,793.09	10%	1,613.78
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%	1.00	436.32	10%	-
3	102-1	30010	MAINTENANCE OF TRAFFIC	1.00	LS	6,130.33	6,130.33	0.90		5,517.30	90%		0.00	0%	5,517.30	90%	0.10	613.03	10%	551.73
4		30010	Survey & Asbuilts	1.00	LS	35,933.57	35,933.57	0.90		32,340.21	90%		0.00	0%	32,340.21	90%	0.10	3,593.36	10%	3,234.02
			SUBTOTAL							53,995.30			0.00		53,995.30			6,435.80		5,399.53
B.			EROSION CONTROL																	
1	104-10-3	30030	SEDIMENT BARRIER	17,560.00	LF	1.64	28,798.40	5,500.00		9,020.00	31%		0.00	0%	9,020.00	31%	12,060.00	19,778.40	10%	902.00
2	104-11	30030	FLOATING TURBIDITY BARRIER	200.00	LF	10.91	2,182.00	200.00		2,182.00	100%		0.00	0%	2,182.00	100%	0.00	0.00	10%	218.20
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%	0.00	0.00	10%	-
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%	1.00	14,050.77	10%	-
5	104-18	30030	INLET PROTECTION SYSTEM	23.00	EA	81.81	1,881.63	23.00		1,881.63	100%		0.00	0%	1,881.63	100%	0.00	0.00	10%	188.16
			SUBTOTAL				46,912.80			13,083.63			0.00		13,083.63			33,829.17		1,308.36
C.			EARTHWORK																	
1	110-1	30510	CLEARING & GRUBBING	20.10	AC	2,945.18	59,198.12	20.10		59,198.12	100%		0.00	0%	59,198.12	100%	0.00	0.00	10%	5,919.81
2	120-1	30510	REGULAR EXCAVATION	4,160.00	CY	7.44	30,950.40	4,160.00		30,950.40	100%		0.00	0%	30,950.40	100%	0.00	0.00	10%	3,095.04
3	120-3	30510	LATERAL DITCH EXCAVATION	6,750.00	CY	7.44	50,220.00	6,750.00		50,220.00	100%		0.00	0%	50,220.00	100%	0.00	0.00	10%	5,022.00
4	120-6	30510	EMBANKMENT	62,810.00	CY	5.80	364,298.00	62,810.00		364,298.00	100%		0.00	0%	364,298.00	100%	0.00	0.00	10%	36,429.80
			SUBTOTAL				504,666.52			504,666.52			0.00		504,666.52			0.00		50,466.65
D.			PAVING																	
1	160-4	31030	TYPE B STABILIZATION (12" THICK)	35,772.00	SY	4.00	143,088.00	35,772.00		143,088.00	100%		0.00	0%	143,088.00	100%	0.00	0.00	10%	14,308.80
2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (1.8R 100)(10" THICK)	32,543.00	SY	19.50	634,588.50	32,543.00		634,588.50	100%		0.00	0%	634,588.50	100%	0.00	0.00	10%	63,458.85
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%	0.00	0%	1,118.00	13,416.00	10%	-

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				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT
4	334-1-13	31030	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (3" THICK)	5,280.40	TON	173.44	915,832.58	1,779.13	308,572.31	34%		0.00	0%	1,779.13	308,572.31	34%	3,501.27	607,260.27	10%	30,857.23
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%	0.00	0.00	0%	2,640.30	644,259.60	10%	-
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%	0.00	0.00	0%	44.00	10,736.44	10%	-
7	520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	9,950.00	LF	15.00	149,250.00	9,950.00	149,250.00	100%		0.00	0%	9,950.00	149,250.00	100%	0.00	0.00	10%	14,925.00
8	522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	11,793.00	SY	42.50	501,202.50	9,366.00	398,055.00	79%		0.00	0%	9,366.00	398,055.00	79%	2,427.00	103,147.50	10%	39,805.50
9	522-2	31040	CONCRETE DRIVEWAY, 6" THICK	100.00	SY	54.63	5,463.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	100.00	5,463.00	10%	-
10	527-2	31240	DETECTABLE WARNINGS	96.00	SF	27.35	2,625.60	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	96.00	2,625.60	10%	-
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%	0.00	0.00	0%	24,440.00	15,152.80	10%	-
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%	0.00	0.00	0%	41,754.00	0.00	10%	-
13	570-1-2B	33210	PERFORMANCE TURF, BAHIA SOD	16,736.00	SY	2.17	36,321.46	14,512.00	31,491.04	87%		0.00	0%	14,512.00	31,491.04	87%	2,226.00	4,930.42	10%	3,149.10
			SUBTOTAL				3,071,936.48		1,665,044.85			0.00			1,665,044.85			1,406,891.63		166,504.48

E.	DRAINAGE																			
1	400-1-2	31010	Endwall 48" & 36"	1.00	EA	18,515.20	18,515.20	1.00	100%	18,515.20		0%	0.00	1.00	100%	18,515.20	0.00	0.00	10%	1,851.52
2	400-1-2	31010	Endwall 36"	1.00	EA	10,229.40	10,229.40	1.00	100%	10,229.40		0%	0.00	1.00	100%	10,229.40	0.00	0.00	10%	1,022.94
3	425-1-361	31010	INLETS, CURB, TYPE P-6, < 10'	14.00	EA	8,000.20	112,002.80	14.00	100%	112,002.80		0%	0.00	14.00	100%	112,002.80	0.00	0.00	10%	11,200.28
4	425-1-369	31010	INLETS, CURB, TYPE P-6, MODIFIED (REPLACE TOP)	4.00	EA	6,238.00	24,952.00	4.00	100%	24,952.00		0%	0.00	4.00	100%	24,952.00	0.00	0.00	10%	2,495.20
6	425-2-61	31010	MANHOLE P-8, <10'	12.00	EA	5,765.76	69,189.36	12.00	100%	69,189.36		0%	0.00	12.00	100%	69,189.36	0.00	0.00	10%	6,918.94
7	425-2-91A	31010	MANHOLE J-8, <10'	5.00	EA	14,208.26	71,041.30	5.00	100%	71,041.30		0%	0.00	5.00	100%	71,041.30	0.00	0.00	10%	7,104.13
9	430-174-115	31010	PIPE CULVERT, HPPP, ROUND, 15"	280.00	LF	42.66	11,944.80	280.00	100%	11,944.80		0%	0.00	280.00	100%	11,944.80	0.00	0.00	10%	1,194.48
10	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	641.00	LF	61.26	39,267.66	641.00	100%	39,267.66		0%	0.00	641.00	100%	39,267.66	0.00	0.00	10%	3,926.77
11	430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	1,249.00	LF	75.47	94,262.03	1,249.00	100%	94,262.03		0%	0.00	1,249.00	100%	94,262.03	0.00	0.00	10%	9,426.20
12	430-174-130	31010	PIPE CULVERT, HPPP, ROUND, 30"	496.00	LF	123.00	61,008.00	496.00	100%	61,008.00		0%	0.00	496.00	100%	61,008.00	0.00	0.00	10%	6,100.80
13	430-174-136	31010	PIPE CULVERT, HPPP, ROUND, 36"	941.00	LF	143.63	135,155.83	941.00	100%	135,155.83		0%	0.00	941.00	100%	135,155.83	0.00	0.00	10%	13,515.58
14	430-174-142	31010	PIPE CULVERT, HPPP, ROUND, 42"	60.00	LF	166.28	9,976.80	60.00	100%	9,976.80		0%	0.00	60.00	100%	9,976.80	0.00	0.00	10%	997.68
15	430-174-148	31010	PIPE CULVERT, HPPP, ROUND, 48"	38.00	LF	227.62	8,649.56	38.00	100%	8,649.56		0%	0.00	38.00	100%	8,649.56	0.00	0.00	10%	864.96

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				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Amount				
18	446-1-1	31010	EDGEDRAIN DRAINCRETE, STANDARD	19,580.00	LF	22.79	446,228.20	9,790.00	223,114.10	50%			0.00	0%	9,790.00	223,114.10	50%	9,790.00	223,114.10	10%	22,311.41				
19	530-3-5	31010	RIP-RAP RUBBLE, DITCH LINING	120.00	CY	122.15	14,658.00	120.00	14,658.00	100%			0.00	0%	120.00	14,658.00	100%	0.00	0.00	10%	1,465.80				
			SUBTOTAL				1,127,080.94		903,966.84				0.00			903,966.84			223,114.10		90,396.68				

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%	0.00		0%	0.00	0.00	0%	0.00	380.00	10%	-
2	700-1-11A	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R1-1 STOP)	1.00	EA	481.30	481.30	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	1.00	10%	-
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%	0.00		0%	0.00	0.00	0%	0.00	9.00	10%	-
4	700-1-11C	31240	SINGLE POST SIGN, F&I GM, < 12 SF (OM1-1 YELLOW 9 BUTTION)	22.00	EA	322.69	7,099.18	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	22.00	10%	-
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%	0.00		0%	0.00	0.00	0%	0.00	2.00	10%	-
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%	0.00		0%	0.00	0.00	0%	0.00	1.00	10%	-
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%	0.00		0%	0.00	0.00	0%	0.00	2.00	10%	-
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%	0.00		0%	0.00	0.00	0%	0.00	2.00	10%	-
9	700-1-60	31240	SINGLE POST SIGN, REMOVE	13.00	EA	2.10	27.30	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	13.00	10%	-
10	706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	852.00	EA	4.92	4,191.84	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	852.00	10%	-
11	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	10,280.00	LF	2.19	22,513.20	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	10,280.00	10%	-
12	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	935.00	LF	1.64	1,533.40	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	935.00	10%	-
13	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	1,092.00	LF	3.28	3,581.76	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	1,092.00	10%	-
14	711-11-140A	31240	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6" (10' - 30')	840.00	LF	0.93	781.20	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	840.00	10%	-
15	711-11-160A	31240	THERMOPLASTIC, STANDARD, WHITE, MERGE MESSAGE	2.00	EA	164.08	328.16	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	2.00	10%	-
16	711-11-160B	31240	THERMOPLASTIC, STANDARD, WHITE, STOP MESSAGE	1.00	EA	164.08	164.08	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	1.00	10%	-
17	711-11-170A	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	10.00	EA	164.08	1,640.80	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	10.00	10%	-
18	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	11,040.00	LF	2.19	24,177.60	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	11,040.00	10%	-
19	711-11-224	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	670.00	LF	0.38	254.60	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	670.00	10%	-
20	711-11-241	31240	THERMOPLASTIC, STANDARD, YELLOW, DOT/GUIDE, 6"	728.00	LF	3.28	2,387.84	0.00	0%	0.00		0%	0.00	0.00	0%	0.00	728.00	10%	-
			SUBTOTAL				111,259.78			0.00			0.00			111,259.78			-

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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%	0.00	0.00	0.00	10%	-
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%	0.00	0.00	0.00	10%	-
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%	0.00	0.00	0.00	10%	-
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%	0.00	0.00	0.00	10%	-
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%	0.00	0.00	0.00	10%	-
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%	0.00	0.00	0.00	10%	-
7			CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	0.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0.00	10%	-
8			ALL REQUIRED TESTING (INCLUDING BACKFILL DENSITIES)	0.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0.00	10%	-
0			STREET LIGHTING SUBTOTAL	0.00	0	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0.00	10%	-
			SUBTOTAL				0.00		0.00					0.00		0.00		-

H.			UTILITY EXTENSIONS															
1	633-112	31010	FIBER OPTIC CABLE (F&I) 96 STRAND	3,450.00	LF	6.56	22,632.00	3,450.00	22,632.00	100%		0.00	0%	0.00	0.00	0.00	0%	-
2	715-2-115	31010	2" CONDUIT (F&I) (UNDERGRD, PVC SCHEDULE 40)	11,750.00	LF	10.85	127,487.50	7,833.00	84,988.05	67%		0.00	0%	7,833.00	3,917.00	42,498.45	0%	-
3	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	8.00	EA	1,248.10	9,984.80	8.00	9,984.80	100%		0.00	0%	8.00	0.00	0.00	0%	-
4	1050-31206A	31020	UTILITY PIPE,PVC, F&I, 6" WATER MAIN	298.00	LF	39.38	11,735.24	298.00	11,735.24	100%		0.00	0%	298.00	0.00	0.00	0%	-
5	1050-31206B	31010	UTILITY PIPE,PVC, F&I, 6" FORCE MAIN	143.00	LF	39.38	5,631.34	143.00	5,631.34	100%		0.00	0%	143.00	0.00	0.00	0%	-
6	1050-31208	31020	UTILITY PIPE,PVC, F&I, 8" WATER MAIN	454.00	LF	55.79	25,328.66	454.00	25,328.66	100%		0.00	0%	454.00	0.00	0.00	0%	-
7	1050-31212A	31020	UTILITY PIPE,PVC, F&I, 12" WATER MAIN	3,540.00	LF	94.07	333,007.80	3,540.00	333,007.80	100%		0.00	0%	3,540.00	0.00	0.00	0%	-
8	1050-31212B	31010	UTILITY PIPE,PVC, F&I, 12" FORCE MAIN	3,450.00	LF	94.07	324,541.50	3,450.00	324,541.50	100%		0.00	0%	3,450.00	0.00	0.00	0%	-
9	1055-31112	31020	UTILITY FITTINGS FOR PVC PIPE	2.00	TON	3,255.35	6,510.70	2.00	6,510.70	100%		0.00	0%	2.00	0.00	0.00	0%	-
10	1055-31512	31020	UTILITY FITTINGS FOR PVC PIPE, CAP, 12" (RESTRAINED)	2.00	EA	5,611.55	11,223.10	2.00	11,223.10	100%		0.00	0%	2.00	0.00	0.00	0%	-
11	1080-24112A	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" WATER MAIN	7.00	EA	2,723.73	19,066.11	7.00	19,066.11	100%		0.00	0%	7.00	0.00	0.00	0%	-
12	1080-24112B	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" FORCE MAIN	1.00	EA	495.52	495.52	1.00	495.52	100%		0.00	0%	1.00	0.00	0.00	0%	-

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.										PROJECT: Becker Road West - Phase 2 Extension										11		Invoice Date: 11/14/23	
Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE					
				Qty	Unit	Price	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT				
13	1080-24112C	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 8" WATER MAIN	6.00	EA	6,583.99	6.00	39,503.94	100%		0.00	0%	6.00	39,503.94	100%	0.00	0.00	0%	-				
14	1080-24112D	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" WATER MAIN	9.00	EA	6,156.29	9.00	55,406.61	100%		0.00	0%	9.00	55,406.61	100%	0.00	0.00	0%	-				
15	1080-24112E	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" FORCE MAIN	3.00	EA	28,984.23	3.00	86,952.69	100%		0.00	0%	3.00	86,952.69	100%	0.00	0.00	0%	-				
16	1080-24150	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, BLOW OFF	3.00	EA	2,612.16	3.00	7,836.48	100%		0.00	0%	3.00	7,836.48	100%	0.00	0.00	0%	-				
17	1080-32112A	31020	UTILITY FIXTURE - SAMPLE POINT	8.00	EA	495.52	4.00	1,982.08	50%	4.00	1,982.08	50%	8.00	3,964.16	100%	0.00	0.00	0%	-				
18	1080-32112B	31020	UTILITY FIXTURE - JUMPER	1.00	EA	6,583.99	1.00	6,583.99	100%		0.00	0%	1.00	6,583.99	100%	0.00	0.00	0%	-				
19	1644-112-6	31020	FIRE HYDRANT ASSEMBLY	6.00	EA	6,156.29	6.00	36,937.74	100%		0.00	0%	6.00	36,937.74	100%	0.00	0.00	0%	-				
			SUBTOTAL			1,134,829.88		1,090,348.35			1,982.08			1,092,330.43		42,499.45		-					
			ORIGINAL CONTRACT TOTAL			6,057,117.50		4,231,105.49			1,982.08			4,233,087.57		1,824,029.93		314,075.71					
1A			Change Order #1 - Item 1.1, Existing Drainage Modifications																				
1		31010	Wellpoint around Existing Box	4.00	EA	800.00	4.00	3,200.00	100%		0.00	0%	4.00	3,200.00	100%	0.00	0.00	10%	320.00				
2		31010	Remove Box and Relocate Box approx 16"	4.00	EA	2,000.00	4.00	8,000.00	100%		0.00	0%	4.00	8,000.00	100%	0.00	0.00	10%	800.00				
3		31010	Cut/Remove Ex pipe from Box	4.00	EA	450.00	4.00	1,800.00	100%		0.00	0%	4.00	1,800.00	100%	0.00	0.00	10%	180.00				
4		31010	Install new pipe into Box	4.00	EA	507.00	4.00	2,028.00	100%		0.00	0%	4.00	2,028.00	100%	0.00	0.00	10%	202.80				
5		31010	Backfill & Compact	4.00	EA	400.00	4.00	1,600.00	100%		0.00	0%	4.00	1,600.00	100%	0.00	0.00	10%	160.00				
			SUBTOTAL			16,628.00		16,628.00			0.00			16,628.00		0.00		1,662.80					
1B			Change Order #1 - Item 1.2.1, Blue Stream Conduit																				
1		31010	2" SCH40 (Blue Stream Supplied Material)	320.00	LF	6.00	320.00	1,920.00	100%		0.00	0%	320.00	1,920.00	100%	0.00	0.00	10%	192.00				
			SUBTOTAL					1,920.00			0.00			1,920.00		0.00		192.00					
1C			Change Order #1 - Item 1.2.2, FPL Conduit																				
1		31010	2" SCH40 (FPL Supplied Material)	1,660.00	LF	6.00	1,660.00	9,960.00	100%		0.00	0%	1,660.00	9,960.00	100%	0.00	0.00	10%	996.00				
			SUBTOTAL					9,960.00			0.00			9,960.00		0.00		996.00					

CONTINUATION PAGE - COMPLETED WORK

PROJECT: Becker Road West - Phase 2 Extension																			
					11		Invoice Date: 11/14/23												
Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
Change Order #1 - Item 1.2.3, Added Fiber Optic																			
1D																			
1		31010	2" SCH 40	2,808.00	LF	11.00	30,888.00	2,808.00	30,888.00	100%		0.00	0%	2,808.00	30,888.00	100%	0.00	0%	
2		31010	Pull String	2,808.00	LF	0.05	140.40	2,808.00	140.40	100%		0.00	0%	2,808.00	140.40	100%	0.00	0%	
3		31010	2" Sweeps	2.00	EA	55.00	110.00	2.00	110.00	100%		0.00	0%	2.00	110.00	100%	0.00	0%	
			SUBTOTAL				31,138.40		31,138.40			0.00			31,138.40		0.00	-	
Change Order #1 - Item 1.2.4, Irrigation																			
1E																			
1		31010	2" CL200	122.00	LF	7.71	940.62	122.00	940.62	100%		0.00	0%	122.00	940.62	100%	0.00	10%	
2		31010	3" CL200	860.00	LF	10.48	9,012.80	860.00	9,012.80	100%		0.00	0%	860.00	9,012.80	100%	0.00	10%	
3		31010	4" CL200	700.00	LF	13.72	9,604.00	700.00	9,604.00	100%		0.00	0%	700.00	9,604.00	100%	0.00	10%	
4		31010	8" CL200	520.00	LF	35.33	18,371.60	520.00	18,371.60	100%		0.00	0%	520.00	18,371.60	100%	0.00	10%	
			SUBTOTAL				37,929.02		37,929.02			0.00			37,929.02		0.00	3,792.90	
Change Order #1 - Item 1.2.5, Locator Balls																			
1F																			
1		31020	Locator Balls	62.00	EA	22.12	1,371.44	62.00	1,371.44	100%		0.00	0%	62.00	1,371.44	100%	0.00	0%	
2		31020	2"	6.00	EA	3.07	18.42	6.00	18.42	100%		0.00	0%	6.00	18.42	100%	0.00	0%	
3		31020	3"	24.00	EA	5.75	138.00	24.00	138.00	100%		0.00	0%	24.00	138.00	100%	0.00	0%	
4		31020	4"	22.00	Ea	10.56	232.32	22.00	232.32	100%		0.00	0%	22.00	232.32	100%	0.00	0%	
5		31020	8"	10.00	EA	55.50	555.00	10.00	555.00	100%		0.00	0%	10.00	555.00	100%	0.00	0%	
			SUBTOTAL				2,315.18		2,315.18			0.00			2,315.18		0.00	-	
Change Order #1 - Item 1.2.6, Misc Items for Conduits																			
1G																			
1		31030	Misc Glue/Cleaner Etc.	1.00	LS	685.00	685.00	1.00	685.00	100%		0.00	0%	1.00	685.00	100%	0.00	10%	
2		31030	Additional Road Rock full depth	1.00	LS	1,895.00	1,895.00	1.00	1,895.00	100%		0.00	0%	1.00	1,895.00	100%	0.00	10%	
3		30010	Survey	1.00	LS	2,375.00	2,375.00	1.00	2,375.00	100%		0.00	0%	1.00	2,375.00	100%	0.00	10%	

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

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Invoice Date: 11/14/23

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Qty	Amount	PERCENT	AMOUNT
4		30010	Asbults	1.00	LS	1,865.00	1,865.00	1.00	1,865.00	100%		0.00	0%	1,865.00	100%	0.00	0.00	10%	186.50
5		30010	Mobilization	1.00	LS	750.00	750.00	1.00	750.00	100%		0.00	0%	750.00	100%	0.00	0.00	10%	75.00
			SUBTOTAL				7,570.00		7,570.00			0.00		7,570.00			0.00		757.00

1H			Change Order #1 - Item 1.3, Additional Striping																
1		31240	6" Solid White Paint	2,630.00	LF	0.50	1,301.85	2,630.00	1,301.85	100%		0.00	0%	1,301.85	100%	0.00	0.00	10%	130.19
2		31240	6" Solid Yellow Paint	5,600.00	LF	0.50	2,772.00	5,600.00	2,772.00	100%		0.00	0%	2,772.00	100%	0.00	0.00	10%	277.20
3		31240	18" Solid Yellow Paint	95.00	LF	0.50	47.03	95.00	47.03	100%		0.00	0%	47.03	100%	0.00	0.00	10%	4.70
			SUBTOTAL				4,120.88		4,120.88			0.00		4,120.88			0.00		412.09

1I			Change Order #1 - Item 1.4, Hauling Import Fill																
1		30510	Haul Import Fill from Stockpile	25,000.00	CY	1.70	42,500.00	22,000.00	37,400.00	88%		0.00	0%	37,400.00	88%	3,000.00	5,100.00	10%	3,740.00
			SUBTOTAL				42,500.00		37,400.00			0.00		37,400.00			5,100.00		3,740.00

			CHANGE ORDER #1 TOTAL				154,081.48		148,981.48			0.00		148,981.48			5,100.00		11,552.79
			TOTAL WORK COMPLETED				6,211,198.97		4,380,085.96			1,982.08		4,382,069.04			1,829,129.93		325,628.50

2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

REQUISITION NO. 17

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: **17**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$727,723.08**

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: 12.7.23

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: J.P. "Butch" Terpening
Title: District Engineer
Date: December 7, 2023

PAYMENT APPLICATION

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 #: 12 Invoice #: 221400-12

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



PROJECT #: 221400

PERIOD THRU: 11/25/2023



DATE OF CONTRACT: 12/20/2022

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	\$	154,081.48
3.	CURRENT CONTRACT AMOUNT	\$	6,211,198.97
4.	TOTAL COMPLETED & STORED	\$	5,190,650.25
5.	RETAINAGE:		
a.	VARIABLE of Completed Work	\$	406,486.62
b.	0% of Materials Stored	\$	-
	TOTAL RETAINAGE	\$	406,486.62
6.	TOTAL COMPLETED & STORED LESS RETAINAGE	\$	4,784,163.62
7.	LESS PREVIOUS PAYMENT APPLICATIONS	\$	4,056,440.54
8.	PAYMENT DUE	\$	727,723.08
9.	BALANCE TO COMPLETION	\$	1,427,035.35

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 Cont ract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction LLC

By: Benjamin Guettler

Date: 12/1/2023

State of: Florida
County of: Saint Lucie



Subscribed and sworn to before me this 1 day of December 2023

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

X

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: \$ 727,723.08

(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: C S T

Date: 12/4/23

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

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Invoice Date:

11/25/23

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT				PREVIOUSLY COMPLETED				CURRENTLY COMPLETED				COMPLETED TO DATE				BALANCE TO COMPLETE		RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT			
A.			PROJECT ADMINISTRATION																				
1	101-1A	30010	MOBILIZATION/GENERAL CONDITIONS/BONDS/PERMIT FEES	1.00	LS	17,930.88	17,930.88	0.90		90%	0.10	1,793.09	10%	1.00	17,930.88	100%	0.00	0.00	10%		1,793.09		
2	101-1B	30010	PRE-CONSTRUCTION VIDEO	1.00	LS	436.32	436.32	0.00		0%		0.00	0%	0.00	0.00	0%	1.00	436.32	10%		-		
3	102-1	30010	MAINTENANCE OF TRAFFIC	1.00	LS	6,130.33	6,130.33	0.90		90%	0.05	306.52	5%	0.95	5,823.81	95%	0.05	306.52	10%		582.38		
4		30010	Survey & Asbuilts	1.00	LS	35,933.57	35,933.57	0.90		90%		0.00	0%	0.90	32,340.21	90%	0.10	3,593.36	10%		3,234.02		
			SUBTOTAL				60,431.10			53,995.30		2,099.60			56,094.91			4,336.19			5,609.49		

EROSION CONTROL																				
B.																				
1	104-10-3	30030	SEDIMENT BARRIER	17,560.00	LF	1.64	28,798.40	5,500.00		31%		0.00	0%	5,500.00	9,020.00	31%	12,060.00	19,778.40	10%	902.00
2	104-11	30030	FLOATING TURBIDITY BARRIER	200.00	LF	10.91	2,182.00	200.00		100%		0.00	0%	200.00	2,182.00	100%	0.00	0.00	10%	218.20
3	104-12	30030	STAKED TURBIDITY BARRIER	0.00	LF	0.00	0.00	0.00		0%		0.00	0%	0.00	0.00	0%	0.00	0.00	10%	-
4	104-15	30030	SOIL TRACKING PREVENTION DEVICE	1.00	EA	14,050.77	14,050.77	0.00		0%		0.00	0%	0.00	0.00	0%	1.00	14,050.77	10%	-
5	104-18	30030	INLET PROTECTION SYSTEM	23.00	EA	81.81	1,881.63	23.00		100%		0.00	0%	23.00	1,881.63	100%	0.00	0.00	10%	188.16
SUBTOTAL							46,912.80					0.00			13,083.63			33,829.17		1,308.36

EARTHWORK																				
C.																				
1	110-1	30510	CLEARING & GRUBBING	20.10	AC	2,945.18	59,198.12	20.10		100%		0.00	0%	20.10	59,198.12	100%	0.00	0.00	10%	5,919.81
2	120-1	30510	REGULAR EXCAVATION	4,160.00	CY	7.44	30,950.40	4,160.00		100%		0.00	0%	4,160.00	30,950.40	100%	0.00	0.00	10%	3,095.04
3	120-3	30510	LATERAL DITCH EXCAVATION	6,750.00	CY	7.44	50,220.00	6,750.00		100%		0.00	0%	6,750.00	50,220.00	100%	0.00	0.00	10%	5,022.00
4	120-6	30510	EMBANKMENT	62,810.00	CY	5.80	364,298.00	62,810.00		100%		0.00	0%	62,810.00	364,298.00	100%	0.00	0.00	10%	36,429.80
SUBTOTAL							504,666.52					0.00			504,666.52			0.00		50,466.65

PAVING																				
D.																				
1	160-4	31030	TYPE B STABILIZATION (12" THICK)	35,772.00	SY	4.00	143,088.00	35,772.00		100%		0.00	0%	35,772.00	143,088.00	100%	0.00	0.00	10%	14,308.80
2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	32,543.00	SY	19.50	634,588.50	32,543.00		100%		0.00	0%	32,543.00	634,588.50	100%	0.00	0.00	10%	63,458.85
3	327-70-1	31030	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	1,118.00	SY	12.00	13,416.00	0.00		0%		0.00	0%	0.00	0.00	0%	1,118.00	13,416.00	10%	-

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

12Invoice Date: 11/25/23

				CONTRACT AMOUNT				PREVIOUSLY COMPLETED				CURRENTLY COMPLETED				COMPLETED TO DATE				BALANCE TO COMPLETE		RETAINAGE	
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	AMOUNT			
4	334-1-13	31030	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (3" THICK)	5,280.40	TON	173.44	915,832.58	1,779.13	308,572.31	34%	3,300.00	572,352.00	62%	5,079.13	880,924.31	96%	201.27	34,908.27	10%	88,092.43			
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%	0.00	0.00	0%	2,640.30	644,259.60	10%	-			
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%	0.00	0.00	0%	44.00	10,736.44	10%	-			
7	520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	9,950.00	LF	15.00	149,250.00	9,950.00	149,250.00	100%		0.00	0%	9,950.00	149,250.00	100%	0.00	0.00	10%	14,925.00			
8	522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	11,793.00	SY	42.50	501,202.50	9,366.00	398,055.00	79%	2,380.00	101,150.00	20%	11,746.00	499,205.00	100%	47.00	1,997.50	10%	49,920.50			
9	522-2	31040	CONCRETE DRIVEWAY, 6" THICK	100.00	SY	54.63	5,463.00	0.00	0.00	0%	100.00	5,463.00	100%	100.00	5,463.00	100%	0.00	0.00	10%	546.30			
10	527-2	31240	DETECTABLE WARNINGS	96.00	SF	27.35	2,625.60	0.00	0.00	0%	96.00	2,625.60	100%	96.00	2,625.60	100%	0.00	0.00	10%	262.56			
11	570-1-1	33210	PERFORMANCE TURF, SEED & MULCH	24,440.00	SY	0.62	15,152.80	0.00	0.00	0%	20,800.00	12,896.00	85%	20,800.00	12,896.00	85%	3,640.00	2,256.80	10%	1,289.60			
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%	0.00	0.00	0%	41,754.00	0.00	10%	-			
13	570-1-2B	33210	PERFORMANCE TURF, BAHIA SOD	16,738.00	SY	2.17	36,321.46	14,512.00	31,491.04	87%	2,000.00	4,340.00	12%	16,512.00	35,831.04	99%	226.00	490.42	10%	3,583.10			
SUBTOTAL							3,071,936.48		1,665,044.85			688,826.60			2,363,871.45			708,065.03		236,387.14			

E.			DRAINAGE														
1	400-1-2	31010	Endwall 48" & 36"	1.00	EA	18,515.20	18,515.20	1.00	18,515.20	100%	1.00	18,515.20	100%	0.00	0.00	10%	1,851.52
2	400-1-2	31010	Endwall 36"	1.00	EA	10,229.40	10,229.40	1.00	10,229.40	100%	1.00	10,229.40	100%	0.00	0.00	10%	1,022.94
3	425-1-361	31010	INLETS, CURB, TYPE P-6, < 10'	14.00	EA	8,000.20	112,002.80	14.00	112,002.80	100%	14.00	112,002.80	100%	0.00	0.00	10%	11,200.28
4	425-1-369	31010	INLETS, CURB, TYPE P-6, MODIFIED (REPLACE TOP)	4.00	EA	6,238.00	24,952.00	4.00	24,952.00	100%	4.00	24,952.00	100%	0.00	0.00	10%	2,495.20
6	425-2-61	31010	MANHOLE P-8, <10'	12.00	EA	5,765.78	69,189.36	12.00	69,189.36	100%	12.00	69,189.36	100%	0.00	0.00	10%	6,918.94
7	425-2-91A	31010	MANHOLE J-8, <10'	5.00	EA	14,208.26	71,041.30	5.00	71,041.30	100%	5.00	71,041.30	100%	0.00	0.00	10%	7,104.13
9	430-174-115	31010	PIPE CULVERT, HPPP, ROUND, 15"	280.00	LF	42.66	11,944.80	280.00	11,944.80	100%	280.00	11,944.80	100%	0.00	0.00	10%	1,194.48
10	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	641.00	LF	61.26	39,267.66	641.00	39,267.66	100%	641.00	39,267.66	100%	0.00	0.00	10%	3,926.77
11	430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	1,249.00	LF	75.47	94,262.03	1,249.00	94,262.03	100%	1,249.00	94,262.03	100%	0.00	0.00	10%	9,426.20
12	430-174-130	31010	PIPE CULVERT, HPPP, ROUND, 30"	496.00	LF	123.00	61,008.00	496.00	61,008.00	100%	496.00	61,008.00	100%	0.00	0.00	10%	6,100.80
13	430-174-136	31010	PIPE CULVERT, HPPP, ROUND, 36"	941.00	LF	143.63	135,155.83	941.00	135,155.83	100%	941.00	135,155.83	100%	0.00	0.00	10%	13,515.58
14	430-174-142	31010	PIPE CULVERT, HPPP, ROUND, 42"	60.00	LF	166.28	9,976.80	60.00	9,976.80	100%	60.00	9,976.80	100%	0.00	0.00	10%	997.68
15	430-174-148	31010	PIPE CULVERT, HPPP, ROUND, 48"	38.00	LF	227.62	8,649.56	38.00	8,649.56	100%	38.00	8,649.56	100%	0.00	0.00	10%	864.96

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Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT
18	446-1-1	31010	EDGEDRAIN DRAINCRETE, STANDARD	19,580.00	LF	22.79	446,228.20	9,790.00	223,114.10	50%	4,500.00	102,555.00	23%	14,290.00	325,669.10	73%	120,559.10
19	530-3-5	31010	RIP-RAP RUBBLE, DITCH LINING	120.00	CY	122.15	14,658.00	120.00	14,658.00	100%		0.00	0%	120.00	14,658.00	100%	0.00
			SUBTOTAL				1,127,080.94		903,966.84			102,555.00			1,006,521.84		120,559.10

SIGNING & PAVEMENT MARKING																	
F.																	
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%	0.00	0.00	0%	380.00
2	700-1-11A	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R1-1 STOP)	1.00	EA	481.30	481.30	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00
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%	0.00	0.00	0%	9.00
4	700-1-11C	31240	SINGLE POST SIGN, F&I GM, < 12 SF (OM1-1 YELLOW 9 BUTTON)	22.00	EA	322.69	7,099.18	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	22.00
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%	0.00	0.00	0%	2.00
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%	0.00	0.00	0%	1.00
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%	0.00	0.00	0%	2.00
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%	0.00	0.00	0%	2.00
9	700-1-60	31240	SINGLE POST SIGN, REMOVE	13.00	EA	2.10	27.30	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	13.00
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%	0.00	0.00	0%	852.00
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%	0.00	0.00	0%	10,280.00
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%	0.00	0.00	0%	935.00
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%	0.00	0.00	0%	1,092.00
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%	0.00	0.00	0%	840.00
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%	0.00	0.00	0%	2.00
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%	0.00	0.00	0%	1.00
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%	0.00	0.00	0%	10.00
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%	0.00	0.00	0%	11,040.00
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%	0.00	0.00	0%	670.00
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%	0.00	0.00	0%	728.00
			SUBTOTAL				111,259.78		0.00			0.00			0.00		111,259.78

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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	AMOUNT	
6.			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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
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%	0.00	0.00	10%	-	
			SUBTOTAL				0.00		0.00			0.00			0.00					-	

H.			UTILITY EXTENSIONS																	
1	633-112	31010	FIBER OPTIC CABLE (F&I) 96 STRAND	3,450.00	LF	6.56	22,632.00	3,450.00	22,632.00	100%		0.00	0%	3,450.00	22,632.00	100%	0.00	0.00	0%	-
2	715-2-115	31010	2" CONDUIT (F&I) (UNDERGRD, PVC SCHEDULE 40)	11,750.00	LF	10.85	127,487.50	7,833.00	84,988.05	67%		0.00	0%	7,833.00	84,988.05	67%	3,917.00	42,499.45	0%	-
3	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	8.00	EA	1,248.10	9,984.80	8.00	9,984.80	100%		0.00	0%	8.00	9,984.80	100%	0.00	0.00	0%	-
4	1050-31206A	31020	UTILITY PIPE PVC, F&I, 6" WATER MAIN	298.00	LF	39.36	11,735.24	298.00	11,735.24	100%		0.00	0%	298.00	11,735.24	100%	0.00	0.00	0%	-
5	1050-31206B	31010	UTILITY PIPE PVC, F&I, 6" FORCE MAIN	143.00	LF	39.36	5,631.34	143.00	5,631.34	100%		0.00	0%	143.00	5,631.34	100%	0.00	0.00	0%	-
6	1050-31208	31020	UTILITY PIPE PVC, F&I, 8" WATER MAIN	454.00	LF	55.79	25,328.66	454.00	25,328.66	100%		0.00	0%	454.00	25,328.66	100%	0.00	0.00	0%	-
7	1050-31212A	31020	UTILITY PIPE PVC, F&I, 12" WATER MAIN	3,540.00	LF	94.07	333,007.80	3,540.00	333,007.80	100%		0.00	0%	3,540.00	333,007.80	100%	0.00	0.00	0%	-
8	1050-31212B	31010	UTILITY PIPE PVC, F&I, 12" FORCE MAIN	3,450.00	LF	94.07	324,541.50	3,450.00	324,541.50	100%		0.00	0%	3,450.00	324,541.50	100%	0.00	0.00	0%	-
9	1055-31112	31020	UTILITY FITTINGS FOR PVC PIPE	2.00	TON	3,255.36	6,510.70	2.00	6,510.70	100%		0.00	0%	2.00	6,510.70	100%	0.00	0.00	0%	-
10	1055-31512	31020	UTILITY FITTINGS FOR PVC PIPE, CAP, 12" (RESTRAINED)	2.00	EA	5,611.56	11,223.10	2.00	11,223.10	100%		0.00	0%	2.00	11,223.10	100%	0.00	0.00	0%	-
11	1080-24112A	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" WATER MAIN	7.00	EA	2,723.73	19,066.11	7.00	19,066.11	100%		0.00	0%	7.00	19,066.11	100%	0.00	0.00	0%	-
12	1080-24112B	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" FORCE MAIN	1.00	EA	495.52	495.52	1.00	495.52	100%		0.00	0%	1.00	495.52	100%	0.00	0.00	0%	-

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Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount		
13	1080-24112C	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 8" WATER MAIN	6.00	EA	6,583.99	39,503.94	6.00	39,503.94	100%			100%	0.00		0%	-		
14	1080-24112D	31020	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" WATER MAIN	9.00	EA	6,156.29	55,406.61	9.00	55,406.61	100%			100%	0.00		0%	-		
15	1080-24112E	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 12" FORCE MAIN	3.00	EA	28,984.23	86,952.69	3.00	86,952.69	100%			100%	0.00		0%	-		
16	1080-24150	31010	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, BLOW OFF	3.00	EA	2,612.16	7,836.48	3.00	7,836.48	100%			100%	0.00		0%	-		
17	1080-32112A	31020	UTILITY FIXTURE - SAMPLE POINT	8.00	EA	495.52	3,964.16	8.00	3,964.16	100%			100%	0.00		0%	-		
18	1080-32112B	31020	UTILITY FIXTURE - JUMPER	1.00	EA	6,583.99	6,583.99	1.00	6,583.99	100%			100%	0.00		0%	-		
19	1644-112-6	31020	FIRE HYDRANT ASSEMBLY	6.00	EA	6,156.29	36,937.74	6.00	36,937.74	100%			100%	0.00		0%	-		
SUBTOTAL							1,134,829.88		1,092,330.43			0.00			42,499.45		-		

			ORIGINAL CONTRACT TOTAL				6,057,117.50		4,233,087.57			803,481.20			5,036,568.77		1,020,548.73	394,423.83
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1A			Change Order #1 - Item 1.1, Existing Drainage Modifications																
1		31010	Wellpoint around Existing Box	4.00	EA	800.00	3,200.00	4.00	3,200.00	100%		0.00	0%	4.00	3,200.00	<div>100%</div>	0.00		320.00
2		31010	Remove Box and Relocate Box approx 16"	4.00	EA	2,000.00	8,000.00	4.00	8,000.00	100%		0.00	0%	4.00	8,000.00	<div>100%</div>	0.00		800.00
3		31010	Cut/Remove Ex pipe from Box	4.00	EA	450.00	1,800.00	4.00	1,800.00	100%		0.00	0%	4.00	1,800.00	<div>100%</div>	0.00		180.00
4		31010	Install new pipe into Box	4.00	EA	507.00	2,028.00	4.00	2,028.00	100%		0.00	0%	4.00	2,028.00	<div>100%</div>	0.00		202.80
5		31010	Backfill & Compact	4.00	EA	400.00	1,600.00	4.00	1,600.00	100%		0.00	0%	4.00	1,600.00	<div>100%</div>	0.00		160.00
			SUBTOTAL				16,628.00		16,628.00			0.00			16,628.00		0.00		1,662.80

1B			Change Order #1 - Item 1.2.1, Blue Stream Conduit															
1		31010	2" SCH40 (Blue Stream Supplied Material)	320.00	LF	6.00	1,920.00	320.00	1,920.00	100%		0.00	0%	320.00	1,920.00	100%	0.00	192.00
			SUBTOTAL				1,920.00		1,920.00			0.00			1,920.00		0.00	192.00

1C			Change Order #1 - Item 1.2.2, FPL Conduit															
1		31010	2" SCH40 (FPL Supplied Material)	1,660.00	LF	6.00	9,960.00	1,660.00	9,960.00	100%		0.00	0%	1,660.00	9,960.00	100%	0.00	996.00
			SUBTOTAL				9,960.00		9,960.00			0.00			9,960.00		0.00	996.00

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

12

Invoice Date:

11/25/23

CONTRACT AMOUNT					PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE	
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT

1D			Change Order #1 - Item 1,2,3, Added Fiber Optic														
1		31010	2" SCH 40	2,808.00	LF	11.00	30,888.00	2,808.00	30,888.00	100%				0.00	0.00	0%	-
2		31010	Pull String	2,808.00	LF	0.05	140.40	2,808.00	140.40	100%				0.00	0.00	0%	-
3		31010	2" Sweeps	2.00	EA	55.00	110.00	2.00	110.00	100%				0.00	0.00	0%	-
			SUBTOTAL				31,138.40		31,138.40					0.00	0.00		-

1E			Change Order #1 - Item 1,2,4, Irrigation														
1		31010	2" CL200	122.00	LF	7.71	940.62	122.00	940.62	100%				0.00	0.00	10%	94.06
2		31010	3" CL200	860.00	LF	10.48	9,012.80	860.00	9,012.80	100%				0.00	0.00	10%	901.28
3		31010	4" CL200	700.00	LF	13.72	9,604.00	700.00	9,604.00	100%				0.00	0.00	10%	960.40
4		31010	8" CL200	520.00	LF	35.33	18,371.60	520.00	18,371.60	100%				0.00	0.00	10%	1,837.16
			SUBTOTAL				37,929.02		37,929.02					0.00	0.00		3,792.90

1F			Change Order #1 - Item 1,2,5, Locator Balls														
1		31020	Locator Balls	62.00	EA	22.12	1,371.44	62.00	1,371.44	100%				0.00	0.00	0%	-
2		31020	2"	6.00	EA	3.07	18.42	6.00	18.42	100%				0.00	0.00	0%	-
3		31020	3"	24.00	EA	5.75	138.00	24.00	138.00	100%				0.00	0.00	0%	-
4		31020	4"	22.00	Ea	10.56	232.32	22.00	232.32	100%				0.00	0.00	0%	-
5		31020	8"	10.00	EA	55.50	555.00	10.00	555.00	100%				0.00	0.00	0%	-
			SUBTOTAL				2,315.18		2,315.18					0.00	0.00		-

1G			Change Order #1 - Item 1,2,6, Misc Items for Conduits														
1		31030	Misc Glue/Cleaner Etc.	1.00	LS	685.00	685.00	1.00	685.00	100%				0.00	0.00	10%	68.50
2		31030	Additional Road Rock full depth	1.00	LS	1,895.00	1,895.00	1.00	1,895.00	100%				0.00	0.00	10%	189.50
3		30010	Survey	1.00	LS	2,375.00	2,375.00	1.00	2,375.00	100%				0.00	0.00	10%	237.50

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Becker Road West - Phase 2 Extension

12 Invoice Date: 11/25/23

				CONTRACT AMOUNT				PREVIOUSLY COMPLETED				CURRENTLY COMPLETED				COMPLETED TO DATE				BALANCE TO COMPLETE		RETAINAGE	
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	AMOUNT			
4		30010	Asbuilts	1.00	LS	1,865.00	1,865.00	1.00		100%		0.00	0%	1.00	1,865.00	100%	0.00	0.00	10%	186.50			
5		30010	Mobilization	1.00	LS	750.00	750.00	1.00		100%		0.00	0%	1.00	750.00	100%	0.00	0.00	10%	75.00			
			SUBTOTAL				7,570.00		7,570.00			0.00			7,570.00			0.00		757.00			

1H			Change Order #1 - Item 1.3, Additional Striping														
1		31240	6" Solid White Paint	2,630.00	LF	0.50	1,301.85	2,630.00	1,301.85	100%		0.00	0%	2,630.00	1,301.85	100%	130.19
2		31240	6" Solid Yellow Paint	5,600.00	LF	0.50	2,772.00	5,600.00	2,772.00	100%		0.00	0%	5,600.00	2,772.00	100%	277.20
3		31240	18" Solid Yellow Paint	95.00	LF	0.50	47.03	95.00	47.03	100%		0.00	0%	95.00	47.03	100%	4.70
			SUBTOTAL				4,120.88		4,120.88			0.00			0.00		412.09

1I			Change Order #1 - Item 1.4, Hauling Import Fill														
1		30510	Haul Import Fill from Stockpile	25,000.00	CY	1.70	42,500.00	22,000.00	37,400.00	88%	3,000.00	5,100.00	12%	25,000.00	42,500.00	100%	0.00
			SUBTOTAL				42,500.00		37,400.00			5,100.00			42,500.00		0.00

			CHANGE ORDER #1 TOTAL				154,081.48		148,981.48			5,100.00			154,081.48		0.00
			TOTAL WORK COMPLETED				6,211,198.97		4,382,069.04			808,581.20			5,190,650.25		406,486.62

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 #: 12	Invoice #: 221400-12
FROM:	Guettler Brothers Construction LLC 4401 Whiteway Dairy Rd Fort Pierce, FL 34947	PROJECT #: 221400	PERIOD THRU: 11/25/2023	
		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	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
	30010		65,421.10	90%	58,985.30	90%	2,099.60	3%	61,084.91	93%	4,336.19	7%	6,108.49	10%
	30030		46,912.80	28%	13,083.63	28%	0.00	0%	13,083.63	28%	33,829.17	72%	1,308.36	10%
	30510		547,166.52	99%	542,066.52	99%	5,100.00	1%	547,166.52	100%	0.00	0%	54,716.65	10%
	31010		1,810,218.19	85%	1,544,604.64	85%	102,555.00	6%	1,647,159.64	91%	163,058.55	9%	164,715.96	10%
	31020		551,583.23	100%	551,583.23	100%	0.00	0%	551,583.23	100%	0.00	0%	\$ 55,158.32	10%
	31030		1,709,505.08	64%	1,088,828.81	64%	572,352.00	33%	1,661,180.81	97%	48,324.27	3%	\$ 166,118.08	10%
	31040		506,665.50	79%	398,055.00	79%	106,613.00	21%	504,668.00	100%	1,997.50	0%	\$ 50,466.80	10%
	31045		149,250.00	100%	149,250.00	100%	0.00	0%	149,250.00	100%	0.00	0%	\$ 14,925.00	10%
	31050		654,996.04	0%	0.00	0%	0.00	0%	0.00	0%	654,996.04	100%	\$ -	10%
	31240		118,006.26	3%	4,120.88	3%	2,625.60	2%	6,746.48	6%	111,259.78	94%	\$ 674.65	10%
	33210		51,474.26	61%	31,491.04	61%	17,236.00	33%	48,727.04	95%	2,747.22	5%	\$ 4,872.70	10%
Original Contract Total			6,211,198.97	71%	4,382,069.04	71%	808,581.20	13%	5,190,650.25	84%	1,020,548.73	16%	519,065.02	
Total Approved Change Orders			0.00	0%	0.00	0%	0.00	0%	0.00	0%	0.00		0.00	

CURRENT CONTRACT TOTAL	6,211,198.97	4,382,069.04	71%	808,581.20	13%	5,190,650.25	84%	1,020,548.73	16%	519,065.02
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Holland & Knight

777 South Flagler Drive | Suite 1900, West Tower | West Palm Beach, FL 33401 | T 561.833.2000
Holland & Knight LLP | www.hklaw.com

Denise J. Ganz
561 650-8340
denise.ganz@hklaw.com

January 19, 2024

Southern Grove Community Development District No. 5
c/o District Manager
Port St. Lucie, Florida
Attention: B. Frank Sakuma, Jr.

Re: Bond Counsel and Disclosure Counsel Representation of Southern Grove
Community Development District No. 5 (the “District”)

Dear Frank:

As always, we appreciate the opportunity to represent the District. This letter will address our engagement as bond counsel and disclosure counsel to the District in connection with the District’s proposed Special Assessment Bonds, Series 2024 (the “2024 Bonds”). Any future financing for which H&K provides services to the District and/or the Administration District will be subject to a separate engagement letter. This letter also addresses certain additional matters.

General

To facilitate (i) my transition from Greenspoon Marder LLP (“GM”) and your agreement to transfer files to Holland & Knight LLP (“H&K”) relating to bond counsel and disclosure counsel services previously provided by GM to the District and/or Southern Grove Community Development District No. 1 (the “Administration District”) on various prior financings and related matters (the “Prior Financings”) and (ii) matters that may arise unrelated to a particular new financing for which H&K is engaged as counsel by the District (the “Interim Matters”), we are opening a matter which reflects the District as a client of H&K and to which we can file emails and documents transferred to H&K by GM relating to the District and the Administration District. In the event the District and/or the Administration District requests H&K to render services in connection with the Interim Matters, our fees will be billed at standard hourly rates then in effect, together with any out of pocket costs. Attached to this letter are our firm’s standard terms of engagement. Please review these and let me know if you have any questions.

2024 Bonds—Bond Counsel Services

Bond Counsel’s role, generally, is to document a tax-exempt bond transaction structured by the District and to render an objective legal opinion with respect to the authorization and issuance of those obligations. Our services as Bond Counsel in connection with the 2024 Bonds will include the following:

(1) Subject to our review, to our satisfaction, of executed closing documents, certificates and opinions of legal counsel rendered by other parties to the transaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the 2024 Bonds, the source of payment and security for the 2024 Bonds, and stating that, under existing law, interest on the 2024 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Internal Revenue Code of 1986, as amended (the “Code”), however, for tax years beginning after December 31, 2022, such interest component is included in the adjusted financial statement income of certain applicable corporations that are subject to the alternative minimum tax under the Code. Our supplemental opinion as Bond Counsel rendered on the date of issuance of the 2024 Bonds will be addressed to the District and the underwriter of the 2024 Bonds and will state that the 2024 Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Master Trust Indenture, as supplemented in connection with the 2024 Bonds, is exempt from qualification under the Trust Indenture Act of 1939.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the 2024 Bonds, including resolutions, a supplemental trust indenture, State of Florida filings, and federal tax filings of the Form 8038-G and coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Examination of applicable law.

(4) Consultation with the parties and their respective legal counsel prior to the issuance of the 2024 Bonds.

(5) Preparation and/or review of (i) the basic documents authorizing and providing for the issuance and payment of the 2024 Bonds and (ii) the forms of such closing documents, certificates and opinions of counsel as we deem necessary to render our Bond Opinion.

(6) Review and provide recommendations, if any, on certified proceedings relating to the 2024 Bonds and performance of such additional reasonable duties by the appropriate parties as are necessary to render our Bond Opinion.

Our Bond Opinion (or applicable reliance opinion) will be addressed to the District, the underwriter of the 2024 Bonds and the trustee for the 2024 Bonds, and will be delivered by us on the date the 2024 Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District with applicable laws relating to the 2024 Bonds.

With respect to the 2024 Bonds, our bond counsel fee is \$60,000, together with actual out-of-pocket costs, which we estimate will not exceed \$1,500. Our bond counsel fee is contingent upon the closing of the 2024 Bonds. In the event the 2024 Bonds are issued, our bond counsel fee will be due and payable at the time of the Closing.

2024 Bonds—Disclosure Counsel Services

In our capacity as disclosure counsel, our primary responsibility will be to prepare the offering document pursuant to which the 2024 Bonds are marketed by the underwriter thereof, assist in a due diligence review in connection with the offering document, and render customary objective legal opinions to the effect that, subject to customary qualifications, the offering document did not as of its date contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding the District's financial statements, the financial, statistical and demographic data, and the information relating to the book-entry only system of registration, as to which no opinion will be expressed).

With respect to the 2024 Bonds, our disclosure counsel fee is \$50,000, contingent upon the closing of the 2024 Bonds. In the event the 2024 Bonds are issued, our disclosure counsel fee will be due and payable at the time of the Closing.

Matters Relating to U.S. Bank National Trust Company, National Association

We are also requesting, as part of this letter, that the District waive the potential conflict of interest with respect to (1) the representation by H&K of the District in connection with the Prior Financings and any future financings of the District (collectively, the "Financings") involving U.S. Bank Trust Company, National Association, including affiliates and subsidiaries thereof (collectively, the "Conflict Party"), as trustee, paying agent and bond registrar in connection with the Financings, and (2) H&K's representation of the Conflict Party as trustee, paying agent and bond registrar in connection with the Financings and in matters unrelated to the Financings. The applicable ethics rules permit us to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing. We hereby confirm to you that after fully disclosing to you the circumstances of this matter, we are able to provide competent and diligent representation to the District and the Conflict Party. We further confirm to you that the Conflict Party has provided H&K with an advance conflict waiver for transactional matters such as this. H&K will also, at all times, observe the attorney-client privilege between it and each of its clients and will preserve the confidentiality of each client's respective information.

If the foregoing terms of our engagement are acceptable, please so indicate by signing this letter and return it to me by scan. If you have any questions regarding this letter please do not hesitate to call me.

Sincerely yours,

HOLLAND & KNIGHT LLP

A handwritten signature in cursive script that reads "Denise Ganz".

Denise J. Ganz

DLG/lcm
#238363107_v2

APPROVED AND AGREED TO:

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

By: _____
Name:
Title:
Date:

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our

professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the

other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

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Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

January 18, 2024

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 24-01

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

Re: Voting Conflict of Interest-Supervisors Who (1) are Employed by or Affiliated with Owners or Developers of Lands Within the Districts, (2) are Elected by Landowners, and (3) are Not Employees of a Public Agency Landowner

NOTE: THE FILING RECOMMENDATION SET FORTH BELOW APPLIES ONLY TO SUPERVISORS WHO ARE (1) EMPLOYED BY OR AFFILIATED WITH OWNERS OR DEVELOPERS OF LANDS WITHIN THE DISTRICTS, (2) ELECTED BY LANDOWNERS, AND (3) NOT EMPLOYED BY A PUBLIC AGENCY LANDOWNER.

As you are aware, the Code of Ethics for Public Officers and Employees, codified at Part III of Chapter 112, Florida Statutes ("Code"), contains standards of ethics, conduct, and disclosures applicable to public officers, including supervisors of a community development district. Section 112.313(7)(a) of the Code prohibits a public officer from being employed by or affiliated with (by contract or other business relationship) a business entity that is doing business with or is subject to the regulation of his or her agency. It also prohibits a public officer from having an employment or business relationship that will create a continuing or frequently recurring conflict between his or her private interests and public duties.

Section 190.007(1) of the Uniform Community Development District Act of 1980, however, creates a special *status* exemption for supervisors of a community development district. It states in pertinent part that "[i]t shall not be a conflict of interest under [the Code] for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner." Likewise, Section 112.313(7)(a)1 of the

Code provides that “[w]hen the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land over which the agency has jurisdiction, . . . then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited . . . or be deemed a conflict per se.” *See also*, Op. Com. Ethics Fla. 82-32 (1982).

Although a supervisor being employed by or affiliated with an owner or developer of land within the district does not create a *status* conflict of interest under the Code, the Florida Commission on Ethics (“Commission”) has issued an advisory opinion determining that such a relationship creates a *voting* conflict of interest under Section 112.3143 of the Code when the supervisor is voting on whether to issue revenue bonds to finance and construct infrastructure improvements necessary for the development of property in the district. *See* Op. Com. Ethics Fla. 87-66 (1987). The Commission concluded that the decision to issue revenue bonds to finance the construction of improvements would “inure to the special gain of the developer,” and therefore present a voting conflict to a supervisor employed by the developer. *Id.*

Generally, the Code requires a public officer with a voting conflict of interest (1) to abstain from voting on matters in which he or she has a conflict of interest, (2) to announce publicly the nature of the conflict, and (3) to file a written memorandum within 15 days as part of the minutes of the meeting. *See* Section 112.3143(3)(a). Supervisors who are elected by the landowners, however, are specifically exempted from the prohibition on voting, *see* Section 112.3143(3)(b), although they are required to announce and to file a memorandum of the voting conflict.

Because supervisors may be required to consider a number of measures that would inure to the special gain of the landowner or developer by which they are employed or with which they are affiliated, the Commission has also determined that memoranda need not be filed each time a vote is taken. *See* Op. Com. Ethics Fla. 78-27 (1978). So long as the supervisor has previously made a disclosure and the public and other members of the board are fully aware of his or her employment or other affiliation, the supervisor need only file an annual memorandum of voting conflict.

Please note that the requirement to file an annual memorandum of voting conflict does not apply to any supervisor whose employer or other landowner affiliate is a public agency. *See* Section 112.3143(3)(a), which exempts from the voting conflict provisions individuals affiliated with an agency as defined in Section 122.312(2) of the Code. This exemption includes those supervisors who are employees of the City of Port St. Lucie and are affiliated with a landowner solely by virtue of the City’s control of the Port St. Lucie Governmental Finance Corporation.

Attached is a blank Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, together with a form that has been completed in the manner described for annual disclosure. I suggest that any Supervisor who is employed by or affiliated with a non-agency owner or developer of land within one of the Southern Grove Community Development Districts annually (1) disclose the nature of his or her interest at a meeting of the Board, and (2)

Members, Board of Supervisors
January 18, 2023
Page 3

complete and file a Form 8B with the Secretary of the Board for incorporation in the minutes of the meeting.

Please advise if you have any questions.

A handwritten signature in blue ink, appearing to read "Glen J. Torcivia", with a stylized flourish at the end.

Glen J. Torcivia

Attachments

c: B. Frank Sakuma, Jr.
c: Jessica Wargo
c: Daniel B. Harrell

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME [Board Member Name]	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of Supervisors
MAILING ADDRESS [Board Member Address]	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED Calendar Year 2024--on going basis	NAME OF POLITICAL SUBDIVISION: Southern Grove Community Development District
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting, *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, [Board Member Name], hereby disclose that on an on going basis, 20 24 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of [Name of Landowner or Developer Employer of Business Affiliate], by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a member of the Board of Supervisors of a community development district created under Chapter 190, Florida Statutes, and [an employee] [business affiliate] of an owner or developer of property in the District. Decisions potentially affecting the owner or developer come before the Board on an on-going basis. In accordance with Commission on Ethics Advisory Opinions 78-27 and 87-66, this disclosure of voting conflict is filed for calendar year 2024.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Prepared By and return to:
Fox McCluskey Bush Robison, PLLC
Attn: Tyson Waters, Esq.
3461 SE Willoughby Blvd.
Stuart, Florida 34994
File Number: MA303-0001

STARS AND STRIPES PARK IMPROVEMENT AND ART DONATION AGREEMENT

Attachments:

Exhibit “A” – Stars and Stripes Park Property

Exhibit “B” – Project Scope

Exhibit “C” – Artwork

Exhibit “D” – Warranty of Title for Artwork

THIS PARK IMPROVEMENT AND ART DONATION AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024 (“Effective Date”) by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company (“MATTAMY”), the CITY OF PORT ST. LUCIE, a Florida Municipal Corporation (“CITY”), and the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a community development district organized and existing under Chapter 190, Florida Statutes (the “SOUTHERN GROVE CDD NO. 5”). MATTAMY, CITY and the SOUTHERN GROVE CDD NO. 5 are each sometimes referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the CITY owns, operates, and maintains parks and recreational facilities, within the City of Port St. Lucie; and

WHEREAS, the property described on **Exhibit “A”** attached to this Agreement and made a part hereof is intended to be developed as a parks and recreational site (the “Stars and Stripes Park Property”); and

WHEREAS, the CITY and the SOUTHERN GROVE CDD NO. 5 own or hold an interest in the Stars and Stripes Park Property; and

WHEREAS, the SOUTHERN GROVE CDD NO. 5 obtained certain interests in portions of property intended to be developed as part of the Stars and Stripes Park Property, by virtue of dedications contained on the Stars and Stripes in the Park recorded in the Public Records of St. Lucie County, Florida at Book 120, Page 30; and

WHEREAS, MATTAMY requests the ability to construct the improvements contemplated by the Stars and Stripes Site Plan (P22-195), as approved by the City of Port St.

Lucie City Commission on November 13, 2023 (“Site Plan”), specifically to include such improvements as more particularly set forth on **Exhibit “B”** attached to this Agreement and made a part hereof (collectively the “Park Improvement Construction”); and

WHEREAS, the CITY and the SOUTHERN GROVE NO. 5 desire to allow MATTAMY to perform Park Improvement Construction on the Stars and Stripes Park Property; and

WHEREAS, MATTAMY, the CITY, and the SOUTHERN GROVE CDD NO. 5 desire to establish their respective rights and obligations regarding MATTAMY’s Park Improvement Construction on the Stars and Stripes Park Property; and

WHEREAS, MATTAMY also desires to donate artwork to the City for placement on the Stars and Stripes Park Property as delineated on the Site Plan and listed as a component of the Park Improvement Construction on **Exhibit “B”**; and

WHEREAS, CITY agrees to accept a donation from MATTAMY of artwork entitled “Stars and Stripes”, and as described in more detail in **Exhibit “C”** attached to this Agreement and made a part hereof, hereinafter referred to as “WORK”, for the aesthetic enrichment of CITY generally, and for the enhancement of the immediate geographic area in which it will be situated.

NOW THEREFORE, in consideration of ten dollars (\$10.00), the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals: The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Park Improvement Construction:

A. MATTAMY agrees to perform the Park Improvement Construction in accordance with the Mattamy Design Plans (as defined below). MATTAMY shall commence the Park Improvement Construction within forty-five (45) days of the Effective Date. (“Park Improvement Construction Commencement”). MATTAMY shall complete Park Improvement Construction within eighteen (18) months of the Park Improvement Construction Commencement.

B. MATTAMY agrees and acknowledges that:

- i. it has voluntarily entered into this Agreement with the CITY; and
- ii. the CITY did not require this Agreement in exchange for the right for MATTAMY to develop property; and
- iii. this Agreement does not constitute an exaction; and
- iv. the Park Improvement Construction and all other costs relating to the Stars and Stripes Park Property including, but not limited to construction, planning, engineering, design, surveys, inspection, testing are a donation to the CITY; and
- v. it is not entitled, waives any right to, and will not seek reimbursement or

impact fee credits for expenses it incurs for the Park Improvement Construction or Stars and Stripes Park Property; and

vi. Section 163.31801(5)(a), Florida Statutes is inapplicable to this Agreement.

C. MATTAMY shall be responsible for obtaining all necessary permits to complete the Park Improvement Construction. CITY agrees to expedite the review and issuance of any City permits for MATTAMY for the Park Improvement Construction, which CITY shall use all reasonable efforts to have such reviews completed within thirty (30) days of receipt of an application for such permits.

3. Conditions to Commencement of Park Improvement Construction. Prior to commencement of construction of the Park Improvement Construction, MATTAMY shall provide the CITY with: (a) a bond in a form and content acceptable to the CITY, in an amount equal to 120% of the total estimated cost of the Park Improvement Construction identified on **Exhibit “B”**, excluding the costs associated with the WORK and installation thereof (“**Bond**”); (b) evidence that all necessary permits have been obtained; (c) a copy of the construction contracts for the Park Improvement Construction; and (d) evidence of a certificate of insurance reasonably satisfactory to the CITY and evidencing liability insurance as set forth in Section 8 below.

4. Compliance with Applicable Laws, Codes and Regulations: MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall abide by and follow any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances, as amended from time to time.

5. Construction and Design Plans: MATTAMY shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data for the proposed Park Improvement Construction (“Mattamy Design Plans”) within thirty (30) days of the Effective Date. After commencement of the Park Improvement Construction if there is either: (i) a cessation of construction activity where there have been no documented inspections by CITY for a period of twelve (12) months; or (ii) an expiration of the associated permit(s), whichever occurs first, then CITY reserves the right to require the resubmittal of the Mattamy Design Plans and further payment of applicable review fees upon MATTAMY’s resubmission of said documents for approval. Approval by the CITY of the Mattamy Design Plans for the Park Improvement Construction shall not act as a waiver of MATTAMY’s responsibility to perform the Park Improvement Construction in accordance with all applicable state, county, federal or municipal laws, rules and regulations and such approval by the CITY shall not relieve MATTAMY of such obligations or impact the CITY’s right to be indemnified for MATTAMY’s or MATTAMY’s contractor’s negligence in performing those duties.

6. Completion of Park Improvement Construction: MATTAMY shall provide written notice to the CITY of its completion of construction of Park Improvement Construction and within seven (7) business days after delivery of such notice, the CITY shall make a final inspection to confirm that the Park Improvement Construction has been completed in substantial compliance with the Mattamy Design Plans and any applicable building codes and regulations. Upon receipt of notice from the City that the Park Improvement Construction has passed the forgoing inspection, and at

a mutually agreeable time thereafter, MATTAMY shall deliver to the CITY a bill of sale (if applicable) and a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the CITY MATTAMY's rights and interest in and to all third party warranties pertaining to the Park Improvement Construction, to the extent assignable (the "Mattamy Assignment of Warranties"). Upon the foregoing occurrences, the CITY shall deliver to MATTAMY written acceptance of the Park Improvement Construction ("Mattamy Certificate of Completion"). Upon issuance of the Mattamy Certificate of Completion, the CITY shall be solely responsible for all ongoing maintenance, repair, operation, and replacement of the Park Improvement Construction and MATTAMY shall have no responsibility or obligation related to the same, absent additional agreements being entered into by the CITY and MATTAMY to provide supplemental maintenance to the Stars and Stripes Park. Additionally, upon issuance of the Mattamy Certificate of Completion, the CITY shall be solely responsible for any additional design, improvements or construction relating to the Stars and Stripes Park.

For purposes of this Agreement, the "Final Completion" of construction of the Park Improvement Construction shall not be deemed to have occurred until such time as the CITY has issued the Mattamy Certificate of Completion (as defined above).

7. Donation and Installation of the WORK.

A. The WORK.

i. MATTAMY hereby donates to CITY the WORK, created by artist Joseph O'Connell (the "ARTIST").

ii. The parties agree that the WORK is donated to the CITY at no cost to CITY and reaffirm the applicability of Section 2 of this Agreement to the WORK.

B. Artist Information. MATTAMY shall provide CITY with any contact information it has for the ARTIST.

C. Installation and Maintenance Information. MATTAMY shall provide CITY with all information it has, if any, regarding the proper maintenance of the WORK. CITY will perform all required maintenance on the WORK, at no cost to MATTAMY, upon installation of the WORK and transfer of the WORK's ownership to the CITY in compliance with Section 6 of this Agreement.

D. Transportation/Delivery. MATTAMY shall be responsible for the wrapping, crating and/or transportation and installation of the WORK pursuant to the Site Plan and the terms of this Agreement, unless otherwise agreed upon by the parties in writing. MATTAMY shall perform these obligations at no cost to the CITY.

E. Responsibility for Damage or Loss. MATTAMY shall be responsible for any damage or loss suffered to the WORK until unloaded and installed in compliance with the Site Plan and transfer of ownership to the CITY pursuant to Section 6 of this Agreement.

F. MATTAMY Representations. MATTAMY represents that it has or will have at the time of transfer to the CITY, title to the WORK and the legal ability to make this donation. MATTAMY represents and warrants to the CITY that the WORK is free and clear of any liens and encumbrances from any source whatsoever. Upon delivering, unloading, and installing the WORK pursuant to the Site Plan, MATTAMY agrees to transfer all rights of ownership that MATTAMY has in the WORK to CITY, including, to the extent assignable, any copyrights, patents, and other reproduction rights for the WORK. MATTAMY shall provide the CITY with a Warranty of Title certifying that the WORK is free of liens, claims, or other encumbrances and that MATTAMY has the legal ability to make this donation. The Warranty of Title shall be in the form identical to the sample form attached hereto and incorporated by reference herein as **Exhibit “D”**.

G. Display. Upon receipt of WORK, CITY will display the WORK at the Stars and Stripes Park Property. CITY shall have the right to relocate the WORK from the initial installation site(s), or permanently remove the WORK from public display, for any reason; provided, however, prior to the relocation or removal of the WORK, the CITY shall obtain any site plan or other approval(s) that may be required to relocate or remove the WORK from the Stars and Stripes Park Property.

H. Deaccession. MATTAMY hereby acknowledges that CITY may deaccession the WORK at any time including, but not limited to, taking one of the following actions: (1) selling the WORK; (2) donating the WORK; or (3) discarding or destroying the WORK; provided, however, in the event CITY receives a bona fide written offer from any third party to purchase the WORK, which CITY desires to accept, MATTAMY has the right and may elect to purchase the WORK at the price offered by such third party (the “Offered Price”). CITY shall give notice to MATTAMY, including delivery to MATTAMY of a true and exact copy of the written bona fide offer, and allow MATTAMY no less than thirty (30) calendar days subsequent to MATTAMY’s receipt of such notice within which OWNER may elect to purchase the WORK from CITY, and in the event MATTAMY so elects to purchase the WORK by giving notice of such election to CITY within the thirty (30) day period, CITY shall sell the WORK to MATTAMY at the Offered Price. Further, notwithstanding anything to the contrary contained in this Agreement, CITY shall not donate, discard, or destroy the WORK without first offering in writing to transfer ownership of the WORK back to MATTAMY.

8. Insurance: Prior to the commencement of any work contemplated by this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 (as applicable) must provide the CITY a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. MATTAMY and the SOUTHERN GROVE CDD NO. 5 (as applicable) is responsible for ensuring that all contractors or subcontractors performing work, on MATTAMY’s or the SOUTHERN GROVE CDD NO. 5’s (as applicable) behalf, relating to this Agreement have policies of insurance reflecting the coverage set forth below, without the language when required by written contract:

A. Workers' Compensation Insurance & Employer's Liability: MATTAMY shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

B. Commercial General Liability Insurance: MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

C. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of the work performed pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the CITY. Coverage for the hazards of explosion, collapse, and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

D. Certificate of Insurance. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City of Port St. Lucie, a Florida Municipal Corporation, its officers, agents, and employees as Additional Insured added to its Commercial General Liability and Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, its officers, employees, and agents shall be included as additional insured and shall include Stars and Stripes Park Improvement and Art Donate Agreement.**" The Policies shall be specifically endorsed to provide thirty (30) day written notice to the CITY prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the CITY is amended during the term of this Agreement to exceed the above limits, MATTAMY or the SOUTHERN GROVE CDD NO. 5 (as applicable) shall be required, upon receipt of thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY. In the event that MATTAMY or the SOUTHERN GROVE CDD NO. 5 (as applicable) is unable to obtain such coverage,

MATTAMY shall have the right to terminate this Agreement in writing to the CITY. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

E. Business Automobile Liability Insurance: MATTAMY shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event MATTAMY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing MATTAMY to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. The certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

F. Pollution Insurance: MATTAMY shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

G. Waiver of Subrogation: MATTAMY shall agree by entering into this Agreement to a Waiver of Subrogation for each policy MATTAMY is required to maintain under this Agreement. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should MATTAMY enter into such a Contract on a pre-loss basis.

H. Deductibles: All deductible amounts for policies MATTAMY is required to maintain under this Agreement shall be paid for and be the responsibility of MATTAMY for any and all claims under this Agreement.

It shall be the responsibility of MATTAMY to ensure that all independent contractors and/subcontractors working by, through, for, or under MATTAMY on a Park Improvement Construction project comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of the improvements built pursuant to this Agreement. It will be the responsibility of MATTAMY to obtain Certificates of Insurance from all contractors and subcontractors working by, through, for, or under MATTAMY Park Improvement Construction project listing the CITY as an Additional Insured, without the language when required by written contract. If MATTAMY, any independent contractor, or subcontractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by MATTAMY/independent contractor/subcontractor.

All insurance carriers must have an AM Best rating of at least A:VII or better.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by CITY whether by contract or under any law or regulation. Failure of MATTAMY to promptly provide the defense or indemnification required herein is a material breach of this Agreement which can result in immediate termination notwithstanding any other provision herein. CITY's liability in all instances shall be limited to the monetary limits set forth in section 768.28, Florida Statutes.

9. Indemnification: MATTAMY shall hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, or expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of MATTAMY, its employees, agents, servants, or officers, resulting from, or related in any way to this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in section 768.28, Florida Statutes, or any other provision of law.

The SOUTHERN GROVE CDD NO. 5 agrees it shall, subject to the limitations contained in section 768.28, Florida Statutes, hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, or expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of the SOUTHERN GROVE CDD NO. 5, its employees, agents, servants, or officers, resulting from, or related in any way to this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in section 768.28, Florida Statutes, or any other provision of law.

10. The SOUTHERN GROVE CDD NO. 5 Cooperation. The SOUTHERN GROVE CDD NO. 5 agrees to take all actions necessary to facilitate MATTAMY's completion of its obligations described herein, including but not limited to execution of all necessary documents relating to obtaining governmental approvals, or construction of improvements.

11. Qualified Contractor: MATTAMY shall each cause the work under this Agreement to be supervised and directed by a contractor licensed in the State of Florida, applying such skills and expertise as is necessary to perform the work in accordance with the applicable approved plans.

12. Repair and Damage of Property: MATTAMY shall repair any damage caused to the CITY or the SOUTHERN GROVE CDD NO. 5 property, arising from MATTAMY's use of CITY or the SOUTHERN GROVE CDD NO. 5 property necessary to complete the Park Improvement Construction.

13. Default:

A. With respect to any event of default and/or breach under this Agreement (“Event of Default”), neither Party shall be deemed in default and/or breach unless:

i. the Party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other Party; and

ii. the alleged defaulting and/or breaching Party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and

iii. the alleging Party is in compliance with the provisions of this Agreement.

B. Subject to the right to cure set forth above, in the event of a default and/or breach by:

i. MATTAMY. If MATTAMY defaults/breaches by failing to comply with any of its obligations under this Agreement the CITY may pursue the following (or both options): (a) call the Bond; (b) pursue all remedies in equity or law. The SOUTHERN GROVE CDD NO. 5 may pursue all remedies in equity or law against MATTAMY.

ii. SOUTHERN GROVE CDD NO. 5. If the SOUTHERN GROVE CDD NO. 5 defaults/breaches by failing to comply with any of its obligations under this Agreement the CITY and MATTAMY may pursue all remedies in equity or law against the SOUTHERN GROVE CDD NO. 5.

iii. CITY. If the CITY defaults/breaches under this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5’s sole and exclusive remedy is to seek specific performance for such obligation.

14. Force Majeure; Weather Days: The deadlines set forth herein are subject to extensions by any Party for a Force Majeure Event (as herein defined). As used herein, a “Force Majeure Event” shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that results from such Force Majeure Event. In the event that any Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the CITY ("Weather Days"). The CITY will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent MATTAMY from constructing their applicable Park Improvement Construction. If MATTAMY believes a Weather Day has occurred, MATTAMY may submit a request for time extension within fifteen (15) days after the occurrence of the Weather Days, which, in the opinion of MATTAMY warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is a Weather Day. If no written objection to such request for extension is given by the CITY within fifteen (15) business days from the date of the delivery by MATTAMY of the request, such extension shall be deemed given. If a written objection is made by the CITY, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

15. Notices: All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including by any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other Party or address as may be designated by one Party to the other.

If to CITY:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to MATTAMY:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
3461 SE Willoughby Boulevard
Stuart, Florida 34994

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Marginian Swartz, Esq.
4901 Vineland Road, Suite 450
Orlando, Florida 32811

If to the SOUTHERN GROVE CDD NO. 5:

District Manager
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987

Attorney for District No. 5
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987

16. Indulgence Not Waiver: The indulgence of any Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

17. Entire Agreement; Amendment: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the Parties. This Agreement may be amended only by written document executed by all Parties.

18. Interpretation; Venue: This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, 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. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

19. Time of the Essence: Time is of the essence with regard to this Agreement.

20. Counterparts: This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

21. Sovereign Immunity: Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to the CITY by Florida Statutes, case law, or any other source of law.

22. Assignability: Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of MATTAMY or the SOUTHERN GROVE CDD NO. 5 under this Agreement may not be assigned in whole or in part without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned.

23. Invalid Provisions: In the event any term or provision of this Agreement is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect to fullest extent possible. If any provision of this Agreement may be construed in two or more ways, one of which would

render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

24. 713 Notice: Under section 713.10, Florida Statutes, the interest of CITY in the property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of MATTAMY and it is specifically provided that neither MATTAMY nor any one claiming by, through or under MATTAMY, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom MATTAMY may deal are put on notice that MATTAMY has no power to subject CITY's interest to any mechanic's or materialmen's lien of any kind or character, and all such persons so dealing with MATTAMY must look solely to the MATTAMY and not to CITY's said interest or assets. MATTAMY shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work on the property of the foregoing.

25. Authority to Sign: Each individual signing this Agreement directly and expressly warrants that such individual has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated such individual has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.

26. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by all Parties, all Parties agree to execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, such additional documentation as may be reasonably necessary to consummate the transactions contemplated hereby.

27. Waiver of Consequential Damages: Notwithstanding anything contained in this Agreement to the contrary, each Party hereby waives the right to pursue any other Party, and such other Party shall not be liable, for any special, indirect, consequential, incidental, or punitive damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

28. Public Records: The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall comply with Florida's Public Records Law. MATTAMY'S and the SOUTHERN GROVE CDD NO. 5'S RESPONSIBILITIES FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes:

MATTAMY and the SOUTHERN GROVE CDD NO. 5 agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the CITY in order to perform under this Agreement:

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- B. During the term of the Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports relating to matters arising from and relating to this Agreement shall be subject to the review of the CITY, and upon CITY's reasonable written request such forms shall be modified as necessary to comply with applicable law.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. MATTAMY's and the SOUTHERN GROVE CDD NO. 5's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- D. MATTAMY and the SOUTHERN GROVE CDD NO. 5 agree to make available to the CITY, during normal business hours, all books of account, reports and records relating to this Agreement.
- E. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MATTAMY and the SOUTHERN GROVE CDD NO. 5 do not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of MATTAMY and the SOUTHERN GROVE CDD NO. 5 or, keep and maintain public records required by the CITY to perform the service. If MATTAMY and the SOUTHERN GROVE CDD NO. 5 transfer all public records to the CITY upon completion of the Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MATTAMY and the SOUTHERN GROVE CDD NO. 5 keep and maintain public records upon completion of the Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

IF MATTAMY AND THE SOUTHERN GROVE CDD NO. 5 HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MATTAMY AND THE SOUTHERN GROVE CDD NO. DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

29. E-Verify. In accordance with section 448.095, Florida Statutes, MATTAMY and the SOUTHERN GROVE CDD NO. 5 agree to comply with the following:

- A. MATTAMY and the SOUTHERN GROVE CDD NO. 5 must register with and use the E-Verify system to verify the work authorization status of all new employees of MATTAMY and the SOUTHERN GROVE CDD NO. 5. MATTAMY and the SOUTHERN GROVE CDD NO. 5 must provide the CITY with sufficient proof of compliance with this provision before beginning work under this Agreement.
- B. If MATTAMY and the SOUTHERN GROVE CDD NO. 5 enters into a contract with a subcontractor for work provided under this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 any such contract must require each and every subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
- C. The CITY shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- D. MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall immediately terminate any contract with any subcontractor performing work under this Agreement if they have, or develop, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If CITY has or develops a good faith belief that any subcontractor of MATTAMY and/or the SOUTHERN GROVE CDD NO. 5 providing work under this Agreement knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the CITY shall promptly notify MATTAMY and/or the SOUTHERN GROVE CDD NO. 5 and order MATTAMY and/or the SOUTHERN GROVE CDD NO. 5 to immediately terminate the contract with the subcontractor.

- E. The CITY shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under this section, MATTAMY and/or the SOUTHERN GROVE CDD NO. 5 may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the CITY as a result of the termination of a contract.
- F. The CITY, MATTAMY, SOUTHERN GROVE CDD NO. 5, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The Parties agree that such a cause of action must be filed in accordance with the Venue provision, as otherwise provided herein.

[Signatures and acknowledgments appear on the following page(s)]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

CITY OF PORT ST. LUCIE:

Witnesses:

A Florida municipal corporation

Print Name/Address: _____

By: _____
Print Name: _____

Print Name/Address: _____

Its: City Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, this _____ day of _____, 2024, by
_____, as _____ of City of Port St. Lucie, a Florida
municipal corporation, who [] is personally known to me or [] has produced
_____ as identification.

[Notary Seal]

Notary Public-State of Florida
Print Name:
My commission expires:

* * *

Witnesses:

MATTAMY:

Mattamy Palm Beach, LLC, a Delaware limited liability company

Print Name/Address: _____

By: _____

Print Name: _____

Print Name/Address: _____

Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida

Print Name:

My commission expires:

* * *

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5, a
community development district**

By: _____
Print Name: _____
Title: _____

WITNESSES:

Print Name/Address: _____

Print Name/Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of _____, a _____, who ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida
Print Name:
My commission expires:

* * *

Exhibit “A”
Stars and Stripes Park Property

Parcel 3, Stars and Stripes In the Park plat, as recorded in Plat Book 120, Page 30, of the St. Lucie County Public Records.

**Exhibit “B”
Project Scope**

See Attached (2 pages)

EXHIBIT "C"

Artwork

(See Attached)

EXHIBIT "D"
Warranty of Title

I, _____ on behalf of _____, guarantee and warrant that the **WORK** listed in the Stars and Stripes Park Improvement and Artwork Donation Agreement is free and clear of any liens, claims or other encumbrances of any type and that the _____ has authority to make this donation.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

Signature of Witness
Print Name/Address:

Signature of Witness
Print Name/Address: _____

SELLER(S)

Signature of Seller
Print Name:

Title:

NOTARIZATION AS TO SELLER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20_____, by _____ who is [] personally known to me, or who has [] produced the following identification:

NOTARY SEAL/STAMP

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires

**ASSIGNMENT OF SITE CONTRACTOR AGREEMENT TO
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

[Marshall Parkway Phase 3—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 the Marshall Parkway Phase 3 Project (also known as Marshall Parkway (West) 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 January 2, 2024, between Mattamy, as “Owner,” and Guettler as “Contractor” (“Site Contractor Agreement”), Mattamy has contracted for construction of most or all of Marshall Parkway Phase 3, 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 Marshall Parkway Phase 3, 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 ____ day of _____, 2024.

Witnesses

MATTAMY PALM BEACH LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

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 (a) available from proceeds of the Series 2022 Bonds in accordance with the provisions of the Eighth Supplemental Indenture and (b) that may become available from the proceeds of any future series of bonds issued under the Master Indenture (“Future Bonds”) and for which the Marshall Parkway Phase 3 Project is eligible to be financed as Community Infrastructure.

2. Payments. Each payment to Guettler under the Site Contractor Agreement is subject to all requisition and other obligations and limitations set forth in (a) the Eighth Supplemental Indenture for the Series 2022 Bonds, (b) the applicable supplemental indenture for any Future Bonds for which the Marshall Parkway Phase 3 Project is eligible to be financed as Community Infrastructure, and (c) 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 Future Bonds or (ii) do not qualify for payment under the requisition and other obligations and limitations set forth in Eighth Supplemental Indenture, the applicable supplemental indenture for any Future Bonds, 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) E-Verify. Guettler understands and agrees that District No. 5 contractors are required by law to comply with Section 448.095(2), Florida Statutes, pursuant to which the contractor shall:

(1) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(2) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(3) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(4) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(5) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(6) Be aware that if the District terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the 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 _____, 2024.

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 ____ day of _____, 2024.

Witnesses

**GUETTLER BROTHERS
CONSTRUCTION, LLC**

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

* * *

EXHIBIT TO ASSIGNMENT
SITE CONTRACTOR AGREEMENT

MATTAMY PALM BEACH LLC
2500 Quantum Lakes Drive, Suite 215
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 January, 2024 by and between **MATTAMY PALM BEACH LLC, a Delaware limited liability company**, ("**Owner**") and the Contractor identified above ("**Contractor**").

RECITALS:

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 CDD Tradition Marshall Parkway (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 10/9/2023, and any subsequent revisions thereto, with the latest revision on _____, 20____, 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 K. 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:

Contractor Initials _____

Owner Initials _____

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 11/15/2023, 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 by 5/10/2024 ("**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, Liquidated Damages will be set at \$1,000/calender day for every day after 5/10/2024 that Owner is not allowed to submit permits of any type to the City of Port St. Lucie related to the completion of Marshall Parkway. Contractor will receive an award of \$5,000.00 if the work needed for submission/release of permits related to Marshall Parkway completion is finished prior to 4/26/2024.

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

Contractor Initials _____

Owner Initials _____

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 \$ 1,841,952.53, 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

Contractor Initials _____

Page 3 of 24

Owner Initials _____

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

Contractor Initials _____

(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;

Contractor Initials _____

Owner Initials _____

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 18.1, 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.

Contractor Initials _____

Owner Initials _____

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.

DS

ES

DS

CD

DS

DG

OWNER:

MATTAMY PALM BEACH LLC, a Delaware limited liability company

DocuSigned by:
Frank Corvelli
By: _____
(06D476BCD247448...)
(Signature)

Title: V.P. Land Development

Date: 1/3/2024

CONTRACTOR:

DocuSigned by:
[Signature]
By: _____
(A2C9788D62C94A6...)
(Signature)

Title: Manager

Date: 1/2/2024

EXHIBIT A
SCOPE OF WORK

Owner Initials_____

Contractor Initials_____



MARSHALL PARKWAY EXTENSION - PHASE III

DRAFT BID SHEET

11/15/2023

Guettler Brothers Construction LLC.

Owner ITEM NO.	Cost Code	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICE	ITEM COST
101-1	30010	MOBILIZATION/GENERAL CONDITIONS/BONDS/MOT	LS	1	\$ 42,987.00	\$ 42,987.00
104-10-3	30030	SEDIMENT BARRIER	LF	4,080	\$ 1.97	\$ 8,037.60
104-11	30030	FLOATING TURBIDITY BARRIER	LF	240	\$ 12.82	\$ 3,076.80
104-15	30030	SOILS TRACKING PREVENTION DEVICE	EA	1	\$ 5,000.00	\$ 5,000.00
104-18	30030	INLET PROTECTION SYSTEM	EA	16	\$ 94.18	\$ 1,506.88
110-1	30510	CLEARING & GRUBBING (Disc Only)	AC	7.6	\$ 1,200.00	\$ 9,120.00
120-1	30510	REGULAR EXCAVATION	CY	3,378	\$ 5.00	\$ 16,890.00
120-6	30510	EMBANKMENT	CY	9,099	\$ 15.00	\$ 136,485.00
		ROADWAY & PAVEMENT			Subtotal	\$ 223,103.28
160-4	31030	TYPE B STABILIZATION (12" THICK)	SY	9,767	\$ 4.00	\$ 39,068.00
285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	SY	8,500	\$ 20.00	\$ 170,000.00
327-70-01	31030	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	SY	130	\$ 65.00	\$ 8,450.00
334-1-13	31030	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (2" THICK)	TON	911.8	\$ 185.00	\$ 168,683.00
337-7-82	31050	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (FC-9.5) (1" THICK)	TON	455.9	\$ 250.00	\$ 113,975.00
520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	LF	3,632	\$ 17.50	\$ 63,560.00
520-2-4	31045	CONCRETE CURB, TYPE D	LF	80	\$ 25.00	\$ 2,000.00
522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	SY	4,578	\$ 55.00	\$ 251,790.00
527-2	31240	DETECTABLE WARNINGS	SF	80	\$ 100.00	\$ 8,000.00
570-1-2	33210	PERFORMANCE TURE, SOD (BAHA)	SY	22,956	\$ 2.70	\$ 61,981.20
590-70		LANDSCAPE COMPLETE - (TREES, SHRUBS, MULCH)	LS	1	By Others	
590-80		IRRIGATION SYSTEM	LS	1	By Others	
		DRAINAGE			Subtotal	\$ 887,507.20
425-1-351	31010	INLETS, CURB, TYPE P-5, <10'	EA	9	\$ 8,253.72	\$ 74,283.48
425-1-361	31010	INLETS, CURB, TYPE P-6, <10'	EA	2	\$ 8,617.72	\$ 17,235.44
425-1-553	31010	INLETS, DITCH BOTTOM, TYPE E, <10'	EA	3	\$ 6,922.62	\$ 20,767.86
425-1-910	31010	INLETS, CLOSED FLUME	EA	2	\$ 9,024.52	\$ 18,049.04
425-2-61	31010	MANHOLES, P-7, <10'	EA	2	\$ 5,788.42	\$ 11,576.84
430-174-118	31010	PIPE CULVERT, HPPV, ROUND, 18"	LF	653	\$ 69.92	\$ 45,657.76
430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	LF	1,068	\$ 102.96	\$ 109,961.28
430-174-130	31010	PIPE CULVERT, CAP, ROUND, 30"	LF	238	\$ 160.32	\$ 38,156.16
446-1-1	31010	EDGEDRAIN, STANDARD (J-DRAIN)	LF	7,152	\$ 28.06	\$ 200,685.12
		FIBER OPTICS			Subtotal	\$ 536,372.98
715-2-115	31010	2" CONDUIT (F&I) UNDERGROUND, PVC SCHEDULE 40)	LF	5,640	\$ 11.66	\$ 65,762.40
633-1123	31010	FIBER OPTIC CABLE (06 STRAND)	LF	1,880	\$ 9.70	\$ 18,236.00
635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	EA	3	\$ 3,687.84	\$ 11,063.52
		PAVEMENT MARKING AND SIGNAGE			Subtotal	\$ 95,061.92
700-1-11A	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R1-1 STOP)	EA	1	\$ 265.00	\$ 265.00
700-1-11B	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R1-2 YIELD)	EA	1	\$ 525.00	\$ 525.00
700-1-11C	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R2-1 SPEED LIMIT)	EA	3	\$ 525.00	\$ 1,575.00
700-1-11D	31240	STREET SIGNS (MARSHALL PARKWAY)	EA	1	\$ 481.00	\$ 481.00
700-1-11E	31240	STREET SIGNS (COMMUNITY BLVD)	EA	1	\$ 481.00	\$ 481.00
700-1-11F	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W2-6) ROUNDABOUT CIRCUL	EA	1	\$ 550.00	\$ 550.00
700-1-11G	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W13-1P) ROUNDABOUT SPEE	EA	1	\$ 550.00	\$ 550.00
700-1-11H	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W11-2) PEDESTRIAN CROSS	EA	2	\$ 550.00	\$ 1,100.00
700-1-11I	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W16-7PL) PEDESTRIAN CROS	EA	2	\$ 550.00	\$ 1,100.00
700-1-11J	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R4-7) KEEP RIGHT	EA	1	\$ 550.00	\$ 550.00
706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	120	\$ 6.00	\$ 720.00
711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	4,220	\$ 2.00	\$ 8,440.00
711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	195	\$ 1.80	\$ 351.00
711-11-124	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	220	\$ 2.00	\$ 440.00
711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	170	\$ 2.00	\$ 340.00
711-11-144	31240	THERMOPLASTIC, STANDARD, WHITE, 2" - 2" DOT	LF	36	\$ 2.00	\$ 72.00
711-11-170	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6	\$ 2.00	\$ 12.00
711-11-180	31240	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	15	\$ 2.00	\$ 30.00
711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	3,900	\$ 3.50	\$ 13,650.00
		UTILITIES			Subtotal	\$ 31,232.00
1050-31206	31020	UTILITY PIPE, F&I, 6" WATER MAIN	LF	164	\$ 41.92	\$ 6,874.88
1080-23108	31020	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, F&I, 8" x 6"	EA	1	\$ 5,512.34	\$ 5,512.34
1080-23116	31020	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, F&I, 16" x 6"	EA	3	\$ 6,399.19	\$ 19,197.57
1080-32102	31020	UTILITY FIXTURE - SAMPLE POINT	EA	4	\$ 736.81	\$ 2,947.24
1644-112-06	31020	FIRE HYDRANT ASSEMBLY w/ VALVE & FITTINGS	EA	4	\$ 8,535.78	\$ 34,143.12
		Subtotal				\$ 68,675.15
		TOTAL PRICE				\$ 1,841,952.53
COST CODES		COST BY MATIAMY COST CODE				
	30010					\$ 42,987.00
	30030					\$ 17,621.28
	30510					\$ 162,495.00
	31010					\$ 631,434.90
	31020					\$ 68,675.15
	31030					\$ 386,201.00
	31040					\$ 251,790.00
	31045					\$ 65,560.00
	31050					\$ 113,975.00
	31240					\$ 39,232.00
	33210					\$ 61,981.20
		TOTAL PRICE BY COST CODE			Total	\$ 1,841,952.53
					Bal Check	\$ -

EXHIBIT B
LIST OF PLAN SHEETS

Owner Initials _____

Contractor Initials _____

PLANS PREPARED FOR

MATTAMY HOMES



CONTRACT PLANS

SW MARSHALL PARKWAY - PHASE III CONSTRUCTION PLANS
CITY OF PORT ST. LUCIE

COMPONENTS OF CONTRACT PLANS SET

* ROADWAY CONSTRUCTION PLANS

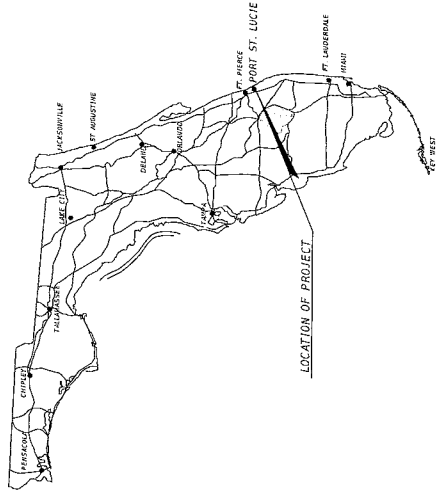
INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES & SUMMARY OF PAY ITEMS
3	DRAINAGE MAP
4	PROPOSED SECTION
5	PROJECT LAYOUT
6-7	PLAN & PROFILE SHEET
8-9	CROSS SECTION
10	EROSION CONTROL PLAN
11	SIGNING & PAVEMENT MARKING PLAN
12	UNDERGROUND UTILITIES
13	UTILITY DETAILS
14	TRAFFIC CONTROL PLAN
15	TRAFFIC CONTROL PLAN GENERAL NOTES

Florida Department of Transportation, FY2023-23 Standard plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road and Bridge Construction are available at the following website:
<https://www.fltdot.com/design/standards>
APPLICABLE IRs: <IR658-001-01, IR621-001-01>> VERIFY Plans Compliance.

Florida Department of Transportation, April 2023 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fltdot.com/design/standards/specifications>
City of Port St. Lucie Utility Standards Department 2019 Utility Standards Manual.

City of Port St. Lucie Engineering Standards for Land Development, Commercial, Residential, Subdivisions and Capital Improvement Projects.



CONSTRUCTION SHOP DRAWINGS
TO BE SUBMITTED TO:

STEFAN K. MATTHEWS, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

PLANS PREPARED BY:



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

BID SET
OCTOBER 9, 2023

This item has been digitally signed
and sealed by:

Stefan K. Matthews, PE on 10/09/2023
using a Digital Signature.

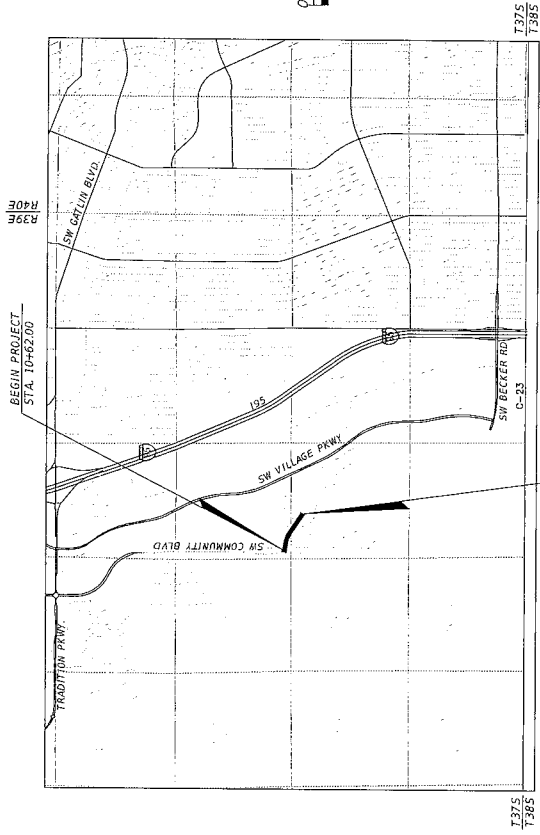
Printed copies of this document are
not valid for construction purposes
and the SHA authentication code
must be verified on any electronic
copies.

STEFAN K. MATTHEWS, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981
ENGINEER OF RECORD:

PSLUSD PROJECT NO. 11-200-0208
CITY OF PSL PROJECT NO. P23-048

C&T JOB NO.: 22-083

FISCAL YEAR	SHEET NO.
23	1



LENGTH OF PROJECT			
UTILITY	LIN. FT.	MILES	
ROADWAY	1881.68 LF	0.356	
BRIDGES	0 LF	0.000	
EXCEPTIONS	0 LF	0.000	
GROSS LENGTH OF PROJ.	1881.68 LF	0.356	

KEY SHEET REVISIONS	
DATE	DESCRIPTION

100% QUANTITIES



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[illegible]

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TERPENING INC.**
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STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS • 12000 AL SEABURY AVENUE • SUITE 1200 • FORT PIERCE, FLORIDA 34949

GENERAL NOTES

- [illegible]

- [illegible]

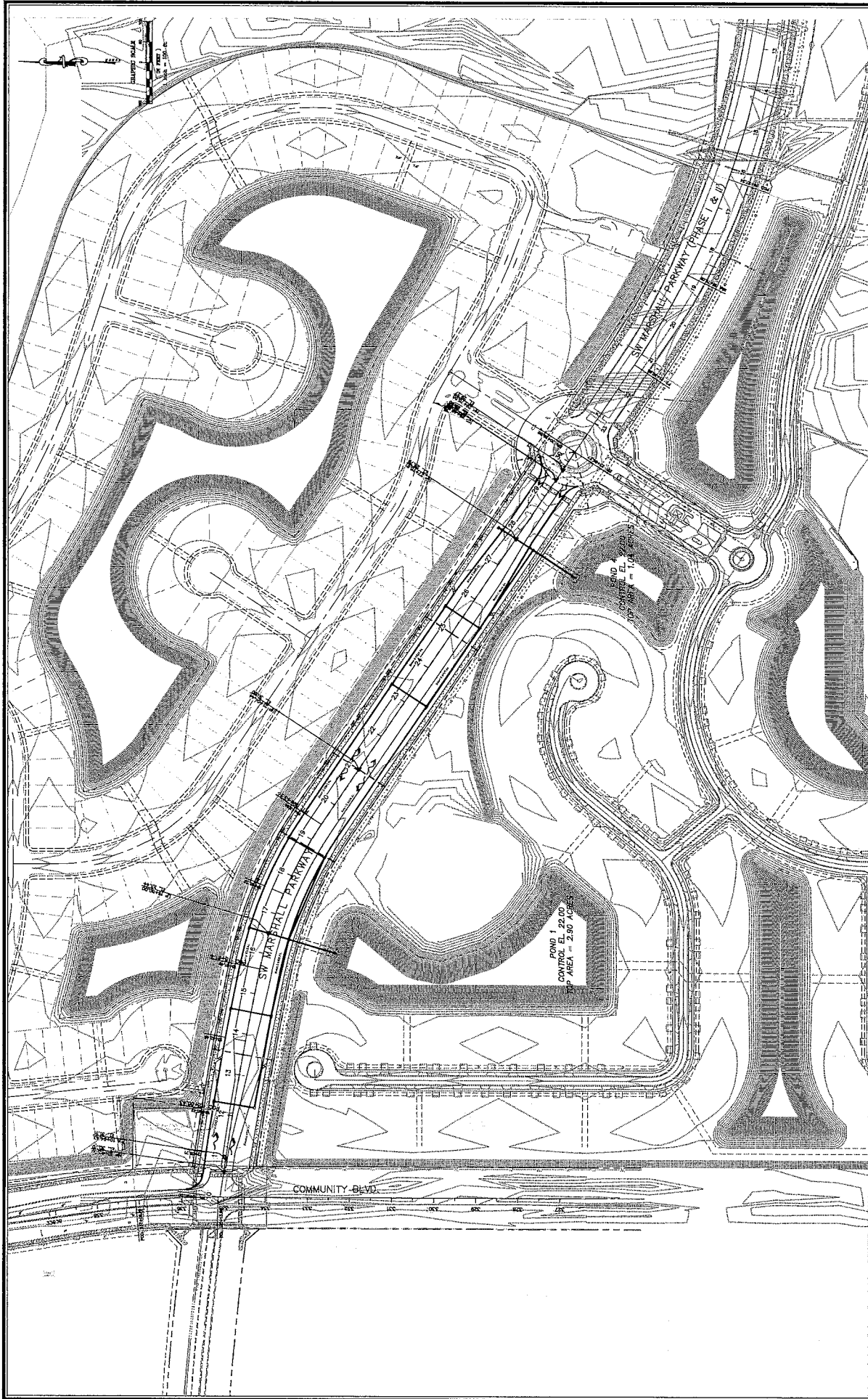
MARSHALL PARKWAY

	BY	DATE
DESIGNED	KJ	09/25/22
CALCS.		
DRAWN	KJ	5/5/23
DETAILED		
CHECKED	AG	5/6/23
APPROVED	SKM	5/10/23

[illegible]

PSLUSD PROJECT NO. 11-900-0206
CITY OF PSL PROJECT NO. P23-048

PSLUSD PROJECT NO. 11-900-0206
CITY OF PSL PROJECT NO. P23-048



PROJECT NO. 11-000-0208
CITY OF PSL PROJECT NO. P25-048

DATE: 10/10/2022
SCALE: 1"=50'
SHEET: 3 of 15

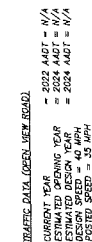
SW MARSHALL PARKWAY

DRAINAGE MAP

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ENGINEER REGISTRATION NO. 128

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100	10/10/2022



SEE PLAN AND/OR CROSS SECTION SHEETS FOR DIMENSIONS. ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY SHALL BE SODDED USING COMMON BAHIA SOD EXCEPT WHEN MATCHING EXISTING SOD.

3. PROPOSED SIDEWALK SLOPE IS 2.0%.

4. PROPOSED LANDSCAPE IMPROVEMENTS (SEE PLANS BY LUDIGO & ASSOCIATES).

5. INSTALL STREET TREES SPACED AT A MINIMUM OF 20' ON CENTER.

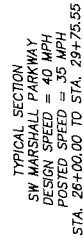
6. ALL TREES SHALL BE PLACED IN AREAS REFERRED TO LANDSCAPE AND PHOTOMETRIC PLANS FOR DETAILS.

7. TREES AND LIGHT POLES SHALL MEET FDOT CLEAR ZONE REQUIREMENTS.

8. ALL SIGNAGE SHALL NOT BE PLACED IN SIDEWALK.

TYPICAL SECTION
SW MARSHALL PARKWAY
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH
STA. 10+62.00 TO STA. 26+00.00

- ASPHALT PAVEMENT (SN=4.08).



- ASPHALT PAVEMENT (SN=4.08).**
- | | |
|---|--|
| ① | TYPE FC-9.5 FRICTION COURSE (TRAFFIC LEVEL C) (1" THICK) (SN=44) |
| ② | TYPE SP-12.5 STRUCTURAL COURSE (2" THICK) (SN=88) |
| ③ | OPTIONAL BASE GROUP 9 (10" THICK) (SN=1.8) |
| ④ | 12" STABILIZED SUBGRADE (MIN. IER 40) |

PSLUSD PROJECT NO. 11-900-0208
CITY OF PSL PROJECT NO. P23-048

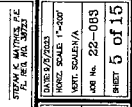
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VERT. SCALE: 1/4"=1'	
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<div> <div>4 of 15</div> </div>	

[illegible]

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OFFICE OF THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

COMPUTER FILE REF.	FIELD BK./PG.
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1111



SW MARSHALL PARKWAY	PROJECT LAYOUT
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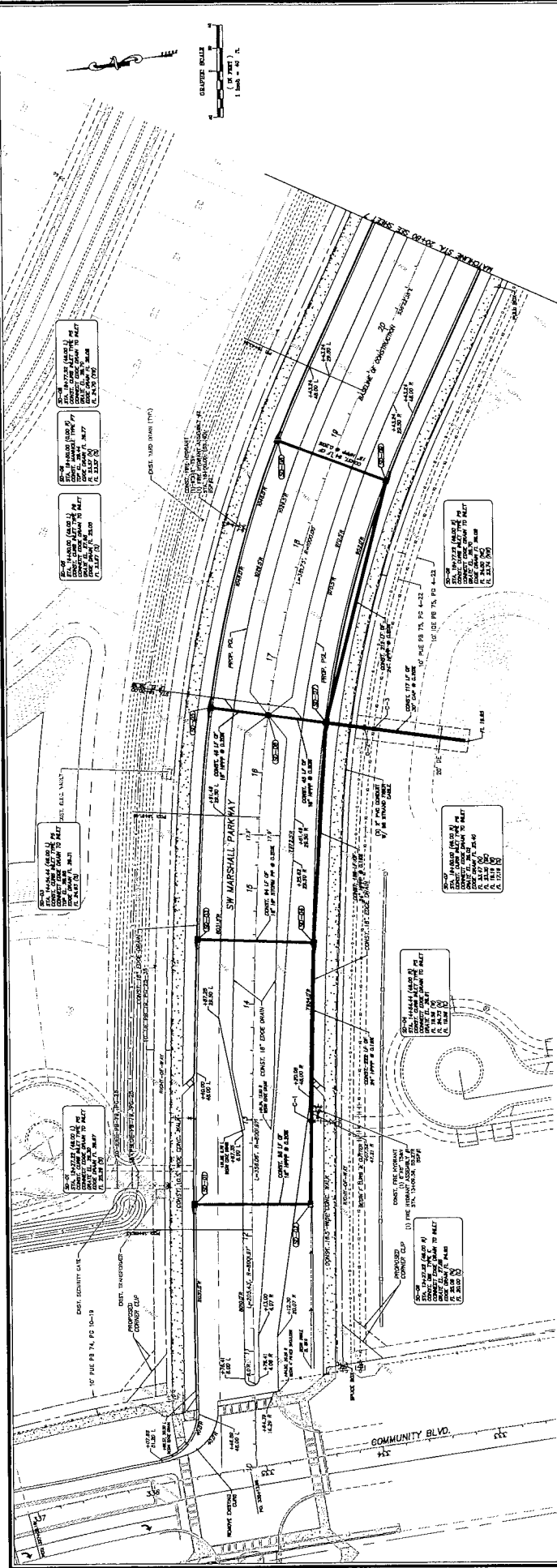
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10	DESIGNED	BY	DATE
11	CHECKED	BY	DATE
12	APPROVED	BY	DATE

CULPEPPER & TERPENING INC.
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PHONE 772-464-3537 • FAX 772-464-3497 • www.c-t-inc.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

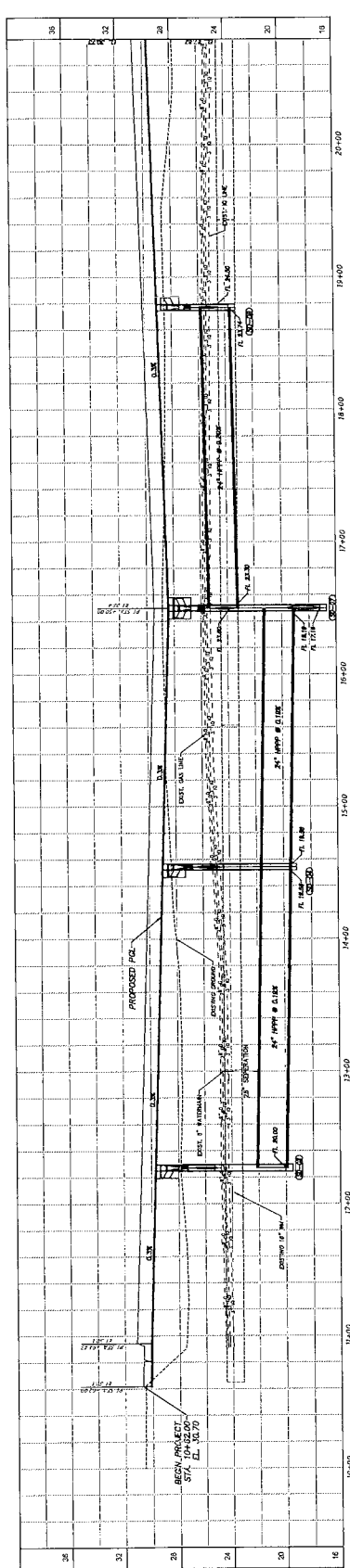
[illegible]

NOTES:
1) ALL ELEVATIONS AND
BENCHMARKS SHOWN HEREON
ARE RELATIVE TO THE NORTH
AMERICAN VERTICAL DATUM
(PLA. VED.) OF 1988.

124



PIKE CROSSING TABLE		PIKE CROSSING TABLE		PIKE CROSSING TABLE		PIKE CROSSING TABLE		PIKE CROSSING TABLE	
CROSSING #	TYPE	STATION	OFFSET	CLEARANCE	TO OF PIKE	EXISTING ELEVATION	PROPOSED ELEVATION	CROSSING #	TYPE
C-1	8" DIA OVER 24" STORM	11+00	48.00	24.00	24.00	24.00	24.00	C-2	8" DIA OVER 24" STORM
C-2	8" DIA OVER 24" STORM	11+50	48.00	24.00	24.00	24.00	24.00	C-3	8" DIA OVER 24" STORM
C-3	8" DIA OVER 24" STORM	12+00	48.00	24.00	24.00	24.00	24.00		



PROJECT NO. 11-000-0008
CITY OF FDU PROJECT NO. P23-045

SW MARSHALL PARKWAY
PLAN & PROFILE SHEET

6 of 15

REVISIONS

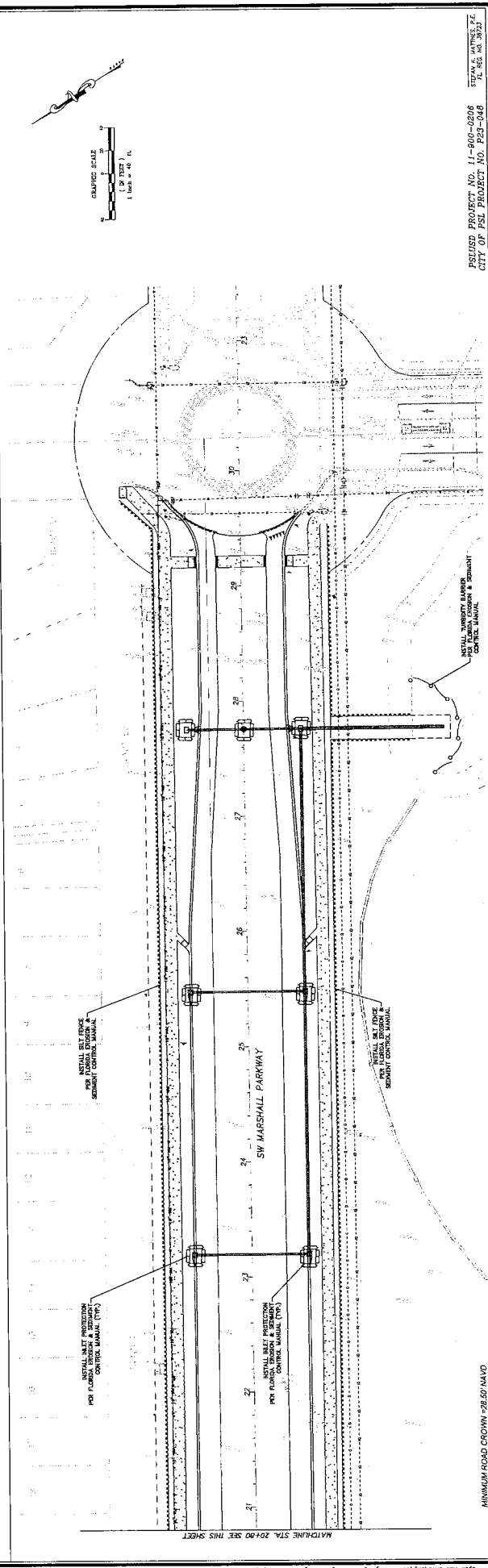
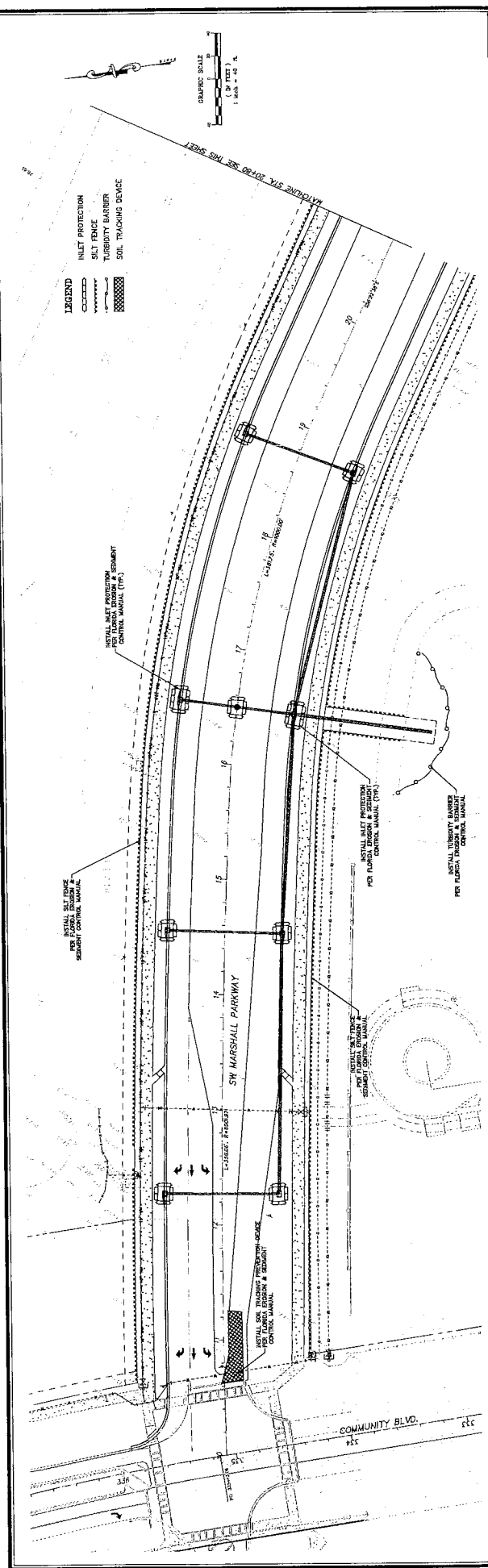
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811

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PROJECT NO. 11-000-0208
CITY OF FSL PROJECT NO. P23-048

SW MARSHALL PARKWAY
EROSION CONTROL PLANSWPP

DATE: 10/10/23
SCALE: 1"=40'
SHEET: 10 OF 15

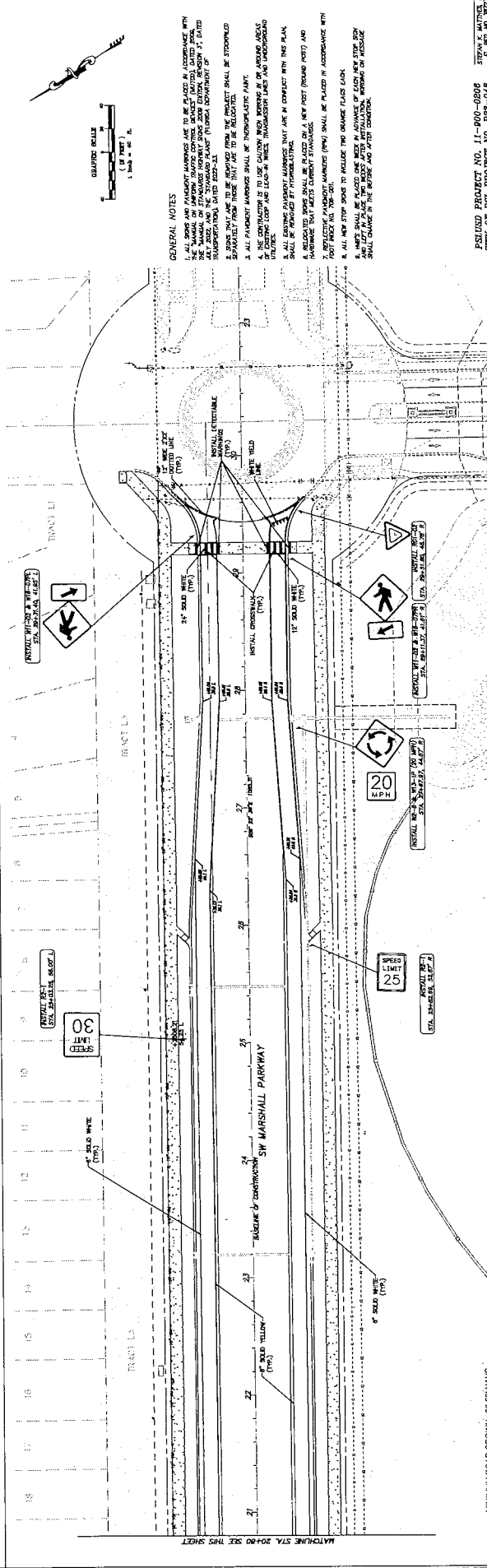
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56	10/10/23	EB	10/10/23
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98	10/10/23	EB	10/10/23
99	10/10/23	EB	10/10/23
100	10/10/23	EB	10/10/23

MINIMUM ROAD CROWN - 26.50' NAVD

811
Know what's below.
Call before you dig.

ALL ELEVATIONS AND DISTANCES ARE RELATIVE TO THE DATUM (NAD 83) OF THE SHEET.

CULPEPPER & TERPENING INC.
2880 SOUTH 29TH STREET • FORT PIERCE, FLORIDA 34981
PHONE 774-460-0001 • FAX 774-460-0002
WWW.CULPEPPER-TERPENING.COM
ENGINEER REGISTRATION NO. 438

[illegible]

DATE: 7/5/2023
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'
JOB No. 22-063
SHEET 12 of 15

	BY	DATE
DESIGNED		
CALCS		
DRAWN	KJ	5/5/73
DETAILED		
CHECKED	AG	5/9/73

[illegible]

**CULPEPPER &
TERPENING INC**
SOUTH 25th STREET • FORT PIERCE, FLORIDA 34947
TEL 772-464-3533 • FAX 772-464-9497 • WWW.CTINC.COM
STATE OF FLORIDA BOARD OF PROFESSIONAL

[illegible]

NOTES:
1) ALL ELEVATIONS AND
BENCHMARKS SHOWN HEREON
ARE RELATIVE TO THE NORTH
AMERICAN VERTICAL DATUM
(N.A.V.D.) OF 1988.

Know what's below?

J-DRAIN®

Prefabricated Drainage Composites

800-255-6217

Highway Edge Drains

TYPICAL HIGHWAY EDGE DRAIN DETAIL

J-DRAIN SWD-12, 16, 24, & 36

Also compatible with ASPHO approved
G.O. 1.0 filter paper required.

Product Description

J-DRAIN SWD is a composite drainage system consisting of a 3-dimensional, non-woven, non-synthetic filter fabric, which is sandwiched between two layers of high strength, rigid polypropylene. The filter fabric is wrapped and sealed to form a continuous drainage system. The filter fabric is wrapped and sealed to form a continuous drainage system. The filter fabric is wrapped and sealed to form a continuous drainage system.

Size

Component Part	Part Number	Material	Weight
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.

Physical Properties

Component Part	Part Number	Material	Weight
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.

MADE IN USA

Component Part	Part Number	Material	Weight
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
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Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.
Grate	SWD-12, 16, 24, 36	304 Stainless Steel	15.0 lb./sq. yd.
Filter Fabric	SWD-12, 16, 24, 36	Non-synthetic	1.0 lb./sq. yd.

JDR Enterprises, Inc.

2921 S. Main St., Suite 100, Alhambra, CA 91801
800-842-5629 (Toll Free) 714-442-1467 (In California)

800-255-6217

The diagram illustrates the J-Drain side out connection. It shows a rectangular drain unit with a central black square area. A pipe is connected to the side of the unit. Labels with arrows point to the following components:

- J-Drain Side Outlet**: Points to the side of the drain unit where the pipe is connected.
- Pipe**: Points to the cylindrical pipe extending from the side outlet.
- J-Drain Side In**: Points to the top of the drain unit.
- Tape all connection points**: Points to the black square area on the top of the drain unit.

J-Drain[®]

SWD-18 end on connection

J-Drain SWD 18

Tape both connection points

J-Drain End Outlet

Pipe

JDR Enterprises, Inc.
 293 S. Main St., Suite 200, Schaumburg, IL 60196
 (800) 646-7658 (773) 442-5861 Fax: (773) 646-7941

- 1 **Determine Drainage Layout:**
Locate area that requires drainage and slope it to determine direction of drainage system to daylight.
- 2 **Mark and Excavate Trenches:**
Locate and mark all utility lines. Using this as a consideration, mark field of drainage area with a chalk line at intervals of 10' (30' max). Estimate trenches at 2" - 3" (3" - 10" max), wide and to a depth to be installed at a minimum of 18" below the finished surface.
- 3 **Install Into Trench:**
Install one piece **J-DRAIN** vertically into trench. Center with temporary wood stakes.
- 4 **Install Fittings:**
Install proper fittings and slope fittings in place with J-Slopes to ensure solid connection to drain.
- 5 **Connect to Pipe:**
Connect **J-DRAIN** with J-Slope fitting to pipe to direct water to daylight. Tight.
- 6 **Backfill:**
Four select backfill such as washed concrete sand.
- 7 **Top off and replace sod:**
Top off and replace sod to grade. Sod should be watered to promote proper compaction. Top off trench with sand and replace sod.

General Cross Section Diagram

1" SCALE

1" = 1' (vertical scale)

1" = 1' (horizontal scale)

1" = 1' (vertical scale)

1" = 1' (horizontal scale)

2001 S. Main St., Suite 200 Ash Grove, MO 65601

TEL: 417-481-7888 FAX: 417-481-7888

WWW.JDRAIN.COM

1" SCALE

1" = 1' (vertical scale)

1" = 1' (horizontal scale)

[illegible]

811

Know what's below.
Call before you dig.

132

NOTES:
 ALL CHANGES AND
 ADDITIONS TO THIS
 DRAWING ARE
 MADE IN PENCIL.
 (DATE) OF 1988

CULPEPPER & TERPENING INC.
 2500 SOUTH 45th STREET
 MIAMI, FL 33155
 PHONE 772-454-2637 • FAX 772-454-9407 • www.c-t-inc.com

STATE OF FLORIDA BOARD OF PROFESSIONAL
 ENGINEERS AND ARCHITECTS, VOL. 4248

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MINIMUM SEPARATION BETWEEN PIPES AND OTHER UTILITIES		
OTHER PIPE	MINIMUM SEPARATION	JOINT SPACING & COORDINATES (FULL JOINT CENTERS)
GRAVITY OR PRESSURIZED WATER MAIN, SANITARY SEWER, VACUUM SANITARY SEWER, VACUUM WATER MAIN, STEAM MAIN, GAS MAIN	12" MINIMUM	12" MINIMUM
ALL OTHER UTILITIES INCLUDING BUT NOT LIMITED TO: TELEPHONE, CABLE TV, POWER, ETC.	12" MINIMUM	12" MINIMUM
OTHER PIPE	12" MINIMUM	12" MINIMUM

1) WATER MAIN SHOULD CROSS OVER OTHER PIPE WHEN WATER MAIN NOT BE BELOW OTHER PIPE. THE MINIMUM SEPARATION IS 12".

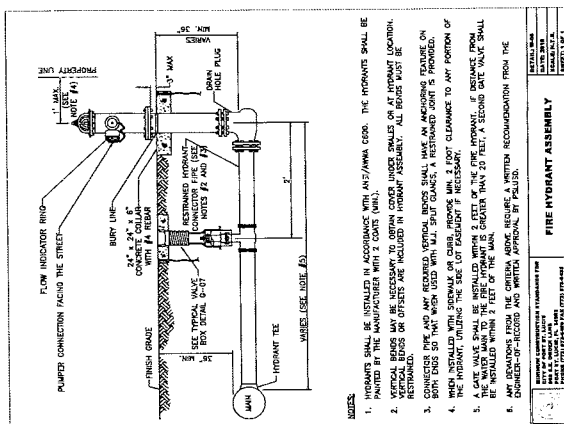
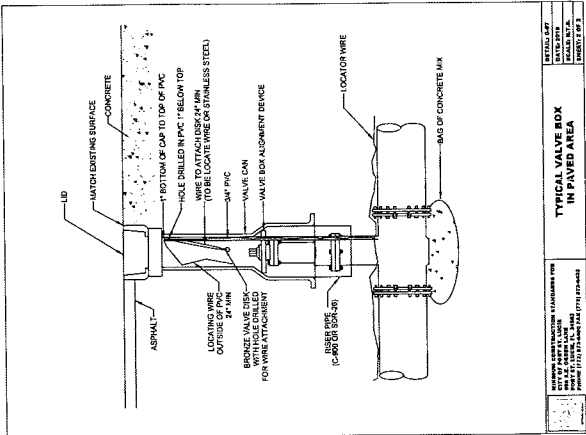
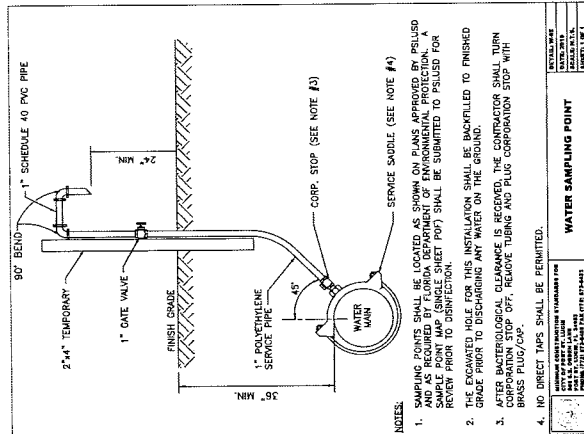
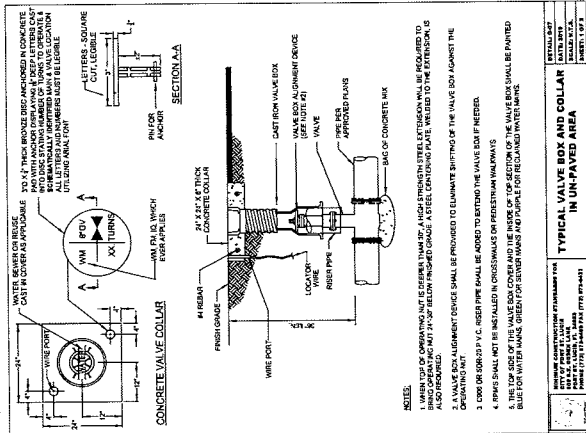
2) RECLAIMED WATER REGULATOR UNDER PART (E) OF CHAPTER 64-03, F.A.C.

3) RECLAIMED WATER NOT REGULATED UNDER PART (E) OF CHAPTER 64-03, F.A.C.

4) A PIPED FACILITY INCLUDES MAINS AND STRUCTURES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER.

STANDARD SEPARATION REQUIREMENTS

DATE: 08/24/2023
SCALE: N.T.S.
SHEET 1 OF 1



CULPEPPER & TERPENING, INC.
2880 SOUTH 11TH STREET • FORT PIERCE, FL 34931
PHONE 774-464-3337 • FAX 774-464-3337 • WWW.CULPEPPER-TERPENING.COM
BUSINESS ADDRESS BOX NO. 1248

REVISIONS	
NO.	DATE
1	5/1/23
2	5/1/23
3	5/1/23
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9	5/1/23
10	5/1/23

PSUED PROJECT NO. 11-000-0206
CITY OF PSU PROJECT NO. P23-048

PSUED PROJECT NO. 11-000-0206
CITY OF PSU PROJECT NO. P23-048

PSUED PROJECT NO. 11-000-0206
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PSUED PROJECT NO. 11-000-0206
CITY OF PSU PROJECT NO. P23-048

**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:

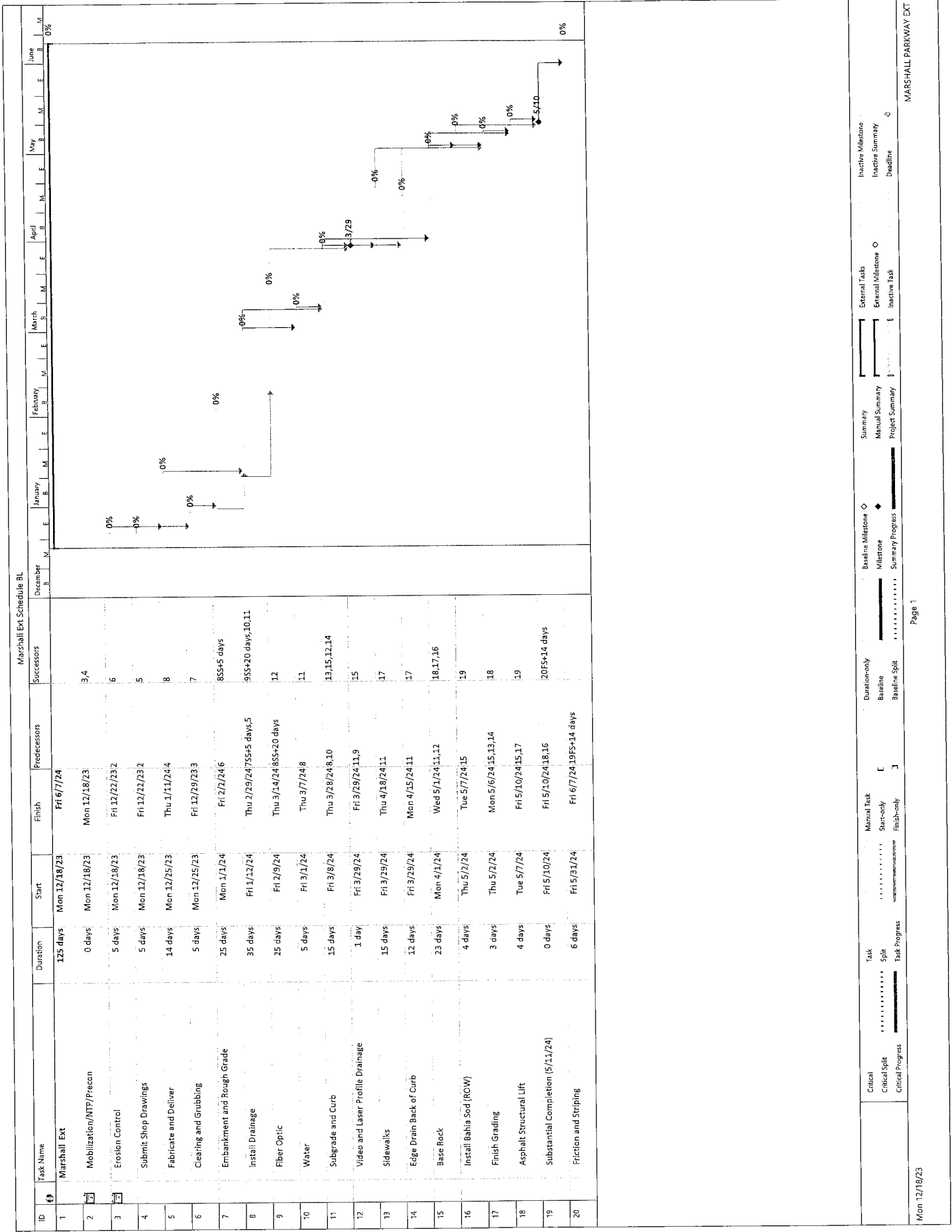
Owner Initials _____

Contractor Initials _____

EXHIBIT E
CONSTRUCTION SCHEDULE

Owner Initials_____

Contractor Initials_____



**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: Mallamy (Jacksonville) Partnership, Inc. 1900 Summit Tower Blvd., Suite 500 Orlando, FL 32810	PROJECT: L1004 Mallamy Project Number	APPLICANT: 1 APPLICATION DATE: 04/01/14 PERIOD TO: 05/01/14 OT DATE: 5/1/2014	DISTRIBUTION TO: OWNER ENGINEER CONTRACTOR
FROM CONTRACTOR: Greenbriar Landscape 4000 Avalon Road Winter Garden, FL 34787	VIA ENGINEER:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application made for payment is as described in the contract documents.
Contractor certifies that application is accurate.

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 (Contract Sum less Retainage)	\$ -
5. RETAINAGE: a. 10% of completed work	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ -
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ -
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order	50.00	

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

I hereby certify that the Contractor's Certificate for Payment is true and accurate and that the Engineer is not responsible for the Contractor's Certificate for Payment and that the Engineer is not responsible for the Contractor's Certificate for Payment and that the Engineer is not responsible for the Contractor's Certificate for Payment.

AMOUNT CERTIFIED _____ **Date:** _____
I hereby certify that the Contractor's Certificate for Payment is true and accurate and that the Engineer is not responsible for the Contractor's Certificate for Payment.

I hereby certify that the Contractor's Certificate for Payment is true and accurate and that the Engineer is not responsible for the Contractor's Certificate for Payment.

Engineer: _____ **Date:** _____
By: _____

Owner Initials _____

Contractor Initials _____

Certificate Of Completion

Envelope Id: 46D5A36C880D4975B8FC7D980205EF22

Status: Completed

Subject: Complete with DocuSign: Guettler Brothers Construction, LLC_Site Contractor Agrmnt_\$1,841,952.5...

Additional Buyer:

Source Envelope:

Document Pages: 57

Signatures: 2

Certificate Pages: 5

Initials: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Martha Silcox

66 Wellington St W Suite 5500

TORONTO, ON M5K 1G8

Martha.Silcox@mattamycorp.com

IP Address: 76.236.208.225

Record Tracking

Status: Original

Holder: Martha Silcox

Location: DocuSign

1/2/2024 | 01:32 PM

Martha.Silcox@mattamycorp.com

Signer Events

Eric Sexauer

Eric.Sexauer@MattamyCorp.com

Land Project Manager

Security Level: Email, Account Authentication
(None)

Signature

DS
ES

Signature Adoption: Pre-selected Style

Using IP Address: 76.236.208.225

Timestamp

Sent: 1/2/2024 | 01:42 PM

Viewed: 1/2/2024 | 03:17 PM

Signed: 1/2/2024 | 03:25 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ben Guettler

Ben@GuettlerConstruction.com

Manager

Guettler Brothers Construction LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:

A2C9788D52C94A6...

Signature Adoption: Uploaded Signature Image

Using IP Address: 98.97.182.229

Sent: 1/2/2024 | 03:25 PM

Viewed: 1/2/2024 | 07:19 PM

Signed: 1/2/2024 | 07:23 PM

Electronic Record and Signature Disclosure:

Accepted: 12/7/2022 | 02:40 PM

ID: 5c907420-82b7-4d7b-8010-678808a3677c

Frank Covelli

Frank.Covelli@MattamyCorp.com

Vice President - Land Development

Mattamy

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Frank Covelli
06D476BCD247448...

Signature Adoption: Pre-selected Style

Using IP Address: 76.236.208.225

Sent: 1/2/2024 | 07:23 PM

Viewed: 1/3/2024 | 12:53 PM

Signed: 1/3/2024 | 12:54 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carolyn DeSanti

Carolyn.Desanti@MattamyCorp.com

VP Finance

Mattamy Homes

Security Level: Email, Account Authentication
(None)

DS
CD

Signature Adoption: Pre-selected Style

Using IP Address: 76.236.208.225

Sent: 1/3/2024 | 12:54 PM

Viewed: 1/3/2024 | 01:38 PM

Signed: 1/3/2024 | 01:39 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Dan Grosswald
Dan.Grosswald@MattamyCorp.com
Division President
Mattamy Homes
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 76.236.208.225

Timestamp

Sent: 1/3/2024 | 01:39 PM
Viewed: 1/3/2024 | 01:45 PM
Signed: 1/3/2024 | 01:45 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Martha Silcox
martha.silcox@mattamycorp.com
Land Coordinator
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/3/2024 | 01:45 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

1/2/2024 | 01:42 PM
1/3/2024 | 01:45 PM
1/3/2024 | 01:45 PM
1/3/2024 | 01:45 PM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mattamy Homes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mattamy Homes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@mattamycorp.com

To advise Mattamy Homes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@mattamycorp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mattamy Homes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@mattamycorp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mattamy Homes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to privacy@mattamycorp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mattamy Homes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mattamy Homes during the course of your relationship with Mattamy Homes.

Prepared by and return to:

Christopher Staller, Esq.
Nelson Mullin Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL, 33431

DRAINAGE AND IRRIGATION EASEMENT

THIS DRAINAGE AND IRRIGATION EASEMENT (“**Easement**”) is made and entered into this ____ day of _____, 2023, by and between PULTE HOME CORPORATION, a Michigan corporation, whose mailing address Pulte Home Corporation, 1400 Indian Creek Parkway, Jupiter, FL 33458 (“**Pulte**”), DEL WEBB AT TRADITION HOMEOWNERS ASSOCIATION OF ST. LUCIE COUNTY, INC., a Florida not-for-profit corporation, whose mailing address c/o Pulte Home Corporation, 1400 Indian Creek Parkway, Jupiter, FL 33458 (“**HOA**”) and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, whose mailing address is 10807 SW Tradition Square, Port St. Lucie, FL 34987 (“**CDD**”, and together collectively, the “**Grantor**”) in favor of CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 43984 (“**Grantee**”).

RECITALS

A. Pulte is the owner of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit “A” attached hereto (“**Pulte Property**”) and has dedicated the Pulte Property to HOA for the purposes of open space purposes, including drainage and maintenance responsibilities pursuant to the DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida (“**Plat**”);

B. Pulte is the owner of certain land situated in St. Lucie County, Florida, being more particularly described on Exhibit “B” attached hereto (“**Pond Property**”) and has dedicated the Pond Property to CDD for the purposes of providing drainage, and surface water management pursuant to the Plat;

C. Grantee is the owner of certain land situated in St. Lucie County, Florida, adjacent to the Pulte Property, being more particularly described on Exhibit “C” attached hereto (“**Grantee Property**”);

D. Subject to the terms herein, Grantor has agreed to grant to Grantee a perpetual non-exclusive perpetual drainage and irrigation easements over a portion of the Pulte Property, as more particularly described on Exhibit “D” attached hereto (“**Easement Areas**”), to allow for surface water and stormwater runoff from the Grantee Property through the Easement Areas into Pond Property.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by the parties hereto as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.

2. **Power and Authority.** Each party hereto represents and warrants to the other that it has the full right, power and authority to enter into, deliver and perform its respective obligations under this Easement.

3. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive perpetual easement over, across, under, upon and through the Easement Areas for the purpose of constructing, operating, maintaining and repairing an underground storm water drainage pipe and other related underground equipment (“**Drainage Facilities**”) to allow the drainage, treatment, conveyance, irrigation and retention of all pre and post-development surface water or stormwater naturally flowing from Grantee Property, as may time to time occur.

4. **Temporary Construction Easement.** Grantor does hereby create, grant, convey to Grantee, its successors, assigns, licensees, contractors and agents, a temporary, non-exclusive easement, appurtenant to the Grantee Property, on, over, under, across and through the Easement Areas to allow Grantee to construct, install and maintain any drainage pipes and related drainage facilities that are reasonably necessary to be able to utilize the easement described in this Easement. The term of the temporary construction easement shall automatically terminate as to drainage pipes and related drainage facilities upon completion of drainage facilities, and Grantee agrees that all such work shall be pursued in a commercially reasonable manner as expeditiously as possible. Grantee shall repair or pay for any damage caused by Grantee in the exercise of any rights granted by this temporary construction easement. Notwithstanding the foregoing, Grantee shall not unreasonably interfere with Grantor’s rights in and to and to use of (by Grantor, its employees, officers, directors, residents, agents and invitees) the temporary construction easement area. Grantee shall be solely responsible, at its expense, for the maintenance of any drainage pipes and related drainage facilities that it constructs in the Easement Areas, but shall not otherwise have any responsibility to maintain or pay for the maintenance of the Easement Areas. Further, for clarity, the Easement Areas shall not be considered “related drainage facilities” for purposes of Grantee’s maintenance obligations.

5. **Permanent Access Easement for Maintenance and Repair of Drainage Pipes and Facilities.** Subject to the terms of this Easement, Grantor does hereby create, grant, convey to Grantee, its successors, assigns, licensees, contractors and agents, a temporary, non-exclusive easement, appurtenant to the Grantee Property, on, over, under, across and through the Easement Areas to allow Grantee to access and maintain any drainage pipes and related drainage facilities constructed by or on behalf of Grantee in the Easement Areas as contemplated in the prior section of this Easement.

6. **Miscellaneous Provisions.** This Easement shall be governed by and construed in accordance with the Laws of the State of Florida without reference to any provision of Florida law which would select the laws of another jurisdiction. Venue for any action shall be in St. Lucie County, Florida. All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof. This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the Easement Areas and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and

assigns. Each party will assume all liability for any injury or damage to the person or property of others which may occur on the Easement Areas arising from the actions of such party or its agents, contractors, employees or invitees, and will indemnify the other party against any such liability (including but not limited to reasonable attorneys' fees and costs). Grantor and Grantee agree that this Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement. None of the terms or provisions of this Easement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged. This Easement may not be terminated, amended or modified without the approval of all parties hereto, in a written document recorded in the Public Records of St. Lucie County, Florida. If any provision of this Easement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

WITNESSES:

PULTE HOME CORPORATION,
a Michigan corporation

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Pulte Home Corporation, a Michigan corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

WITNESSES:

DEL WEBB AT TRADITION HOMEOWNERS
ASSOCIATION OF ST. LUCIE COUNTY, INC.,
a Florida not-for-profit corporation

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____ of Del Webb at Tradition Homeowners Association of St. Lucie County, Inc., a Florida not-for-profit corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

[GRANTOR SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

WITNESSES:

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

[GRANTEE SIGNATURE PAGE TO DRAINAGE AND IRRIGATION EASEMENT]

IN WITNESS WHEREOF, Grantee has executed this Easement as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTEE:

WITNESSES:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/She () is personally known to me or () has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PULTE PROPERTY

Tract L1 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF POND PROPERTY

Water Management Tract 1 and Water Management Tract 3 of DEL WEBB AT TRADITION PLAT NO. 2, as recorded in Plat Book 83, Page 1 of the Public Records of St. Lucie County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Being the land to conveyed to the City of Port St. Lucie, a Florida municipal corporation, more particularly described as Exhibit E in the Special Warranty Deed by Horizons Acquisition 5, LLC, a Florida limited liability company, recorded in Official Record Book 2899, Page 2933, of the Public Records of St. Lucie County, Florida.

EXHIBIT “D”

EASEMENT AREAS

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 4°27'06", A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 925.00 FEET; THE CHORD OF WHICH BEARS SOUTH 73°10'44" EAST, A CHORD DISTANCE OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 1°14'20", A DISTANCE OF 20.00 FEET; THENCE SOUTH 16°49'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF TRACT W3, SAID DEL WEBB AT TRADITION NO. 2 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, THE CHORD OF WHICH BEARS NORTH 73°10'44" WEST, A CHORD DISTANCE OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE OF TRACT W3, THROUGH A CENTRAL ANGLE OF 1°18'35", A DISTANCE OF 20.00 FEET; THENCE NORTH 16°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING WITHIN TRACT L1, DEL WEBB AT TRADITION NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT OF DEL WEBB AT TRADITION NO. 2 , SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT -OF-WAY LINE OF COMMUNITY BOULEVARD, A 150 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3935, PAGE 2995 WITH THE NORTH LINE OF SAID
(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

Sheet 1 of 4



**CULPEPPER &
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement

LEGAL DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

EXHIBIT A

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

PLAT AND BEING THE NORTH LINE OF SAID TRACT L1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7926.97 FEET, THE CHORD OF WHICH BEARS SOUTH 79°57'01" EAST, WITH A CHORD DISTANCE OF 470.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 925.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET; THENCE SOUTH 56°22'38" EAST, CONTINUING ALONG THE NORTH LINE OF SAID TRACT L1, A DISTANCE OF 822.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56°22'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33°37'22" WEST, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF TRACT W1, SAID PLAT OF DEL WEBB AT TRADITION NO. 2; THENCE NORTH 56°22'38" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 33°37'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.02 ACRES MORE OR LESS.

TOTAL CONTAINING 0.04 ACRES MORE OR LESS.

Sheet 2 of 4



CULPEPPER & TERPENING INC

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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
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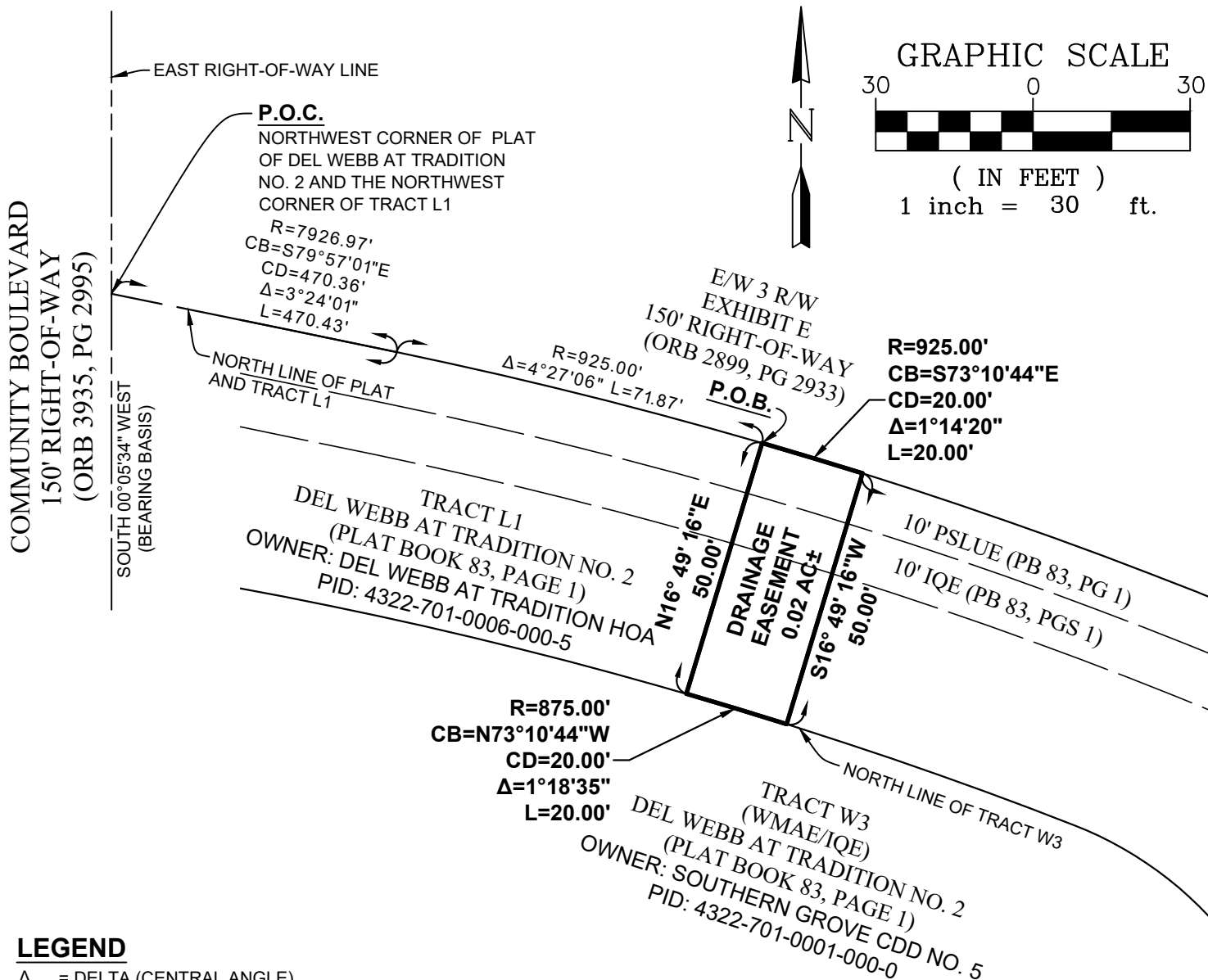
Drainage Easement

LEGAL DESCRIPTION

DATE: 6/22/2023	DRAWN JHY
SCALE: NONE	JOB No. 22-083

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



NOTE: BEARINGS SHOWN HEREON
ARE RELATIVE TO THE EAST
RIGHT-OF-WAY LINE OF COMMUNITY
BOULEVARD AS DESCRIBED IN
OFFICIAL RECORDS BOOK 3935, PG
2995 HAVING A BEARING OF SOUTH
00°05'34" EAST

Sheet 3 of 4



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STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Drainage Easement

SKETCH OF DESCRIPTION

DATE: 6/22/2023

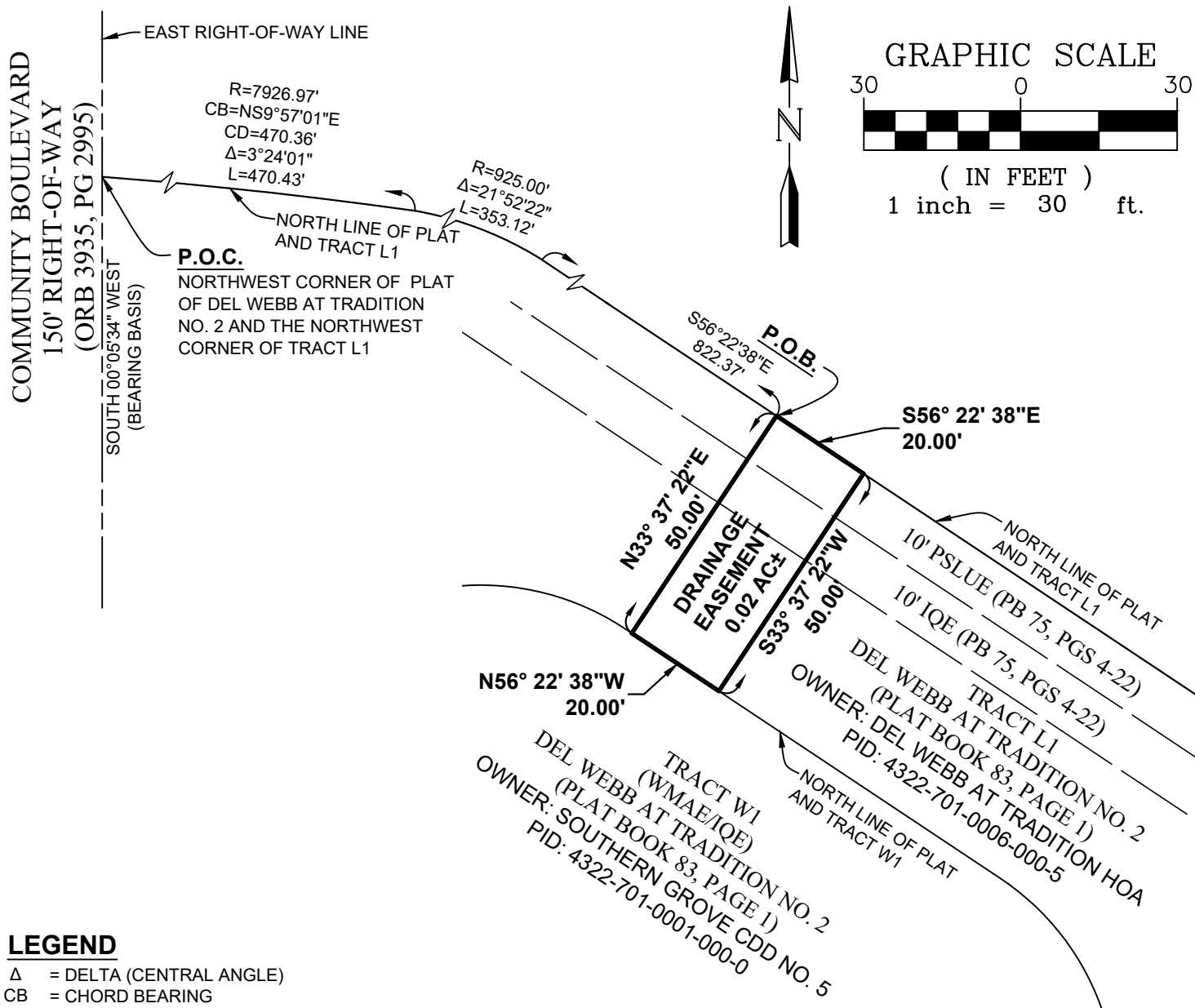
DRAWN JHY

SCALE: 1"=30'

JOB No. 22-083

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



NOTE: BEARINGS SHOWN HEREON
ARE RELATIVE TO THE EAST
RIGHT-OF-WAY LINE OF COMMUNITY
BOULEVARD AS DESCRIBED IN
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2995 HAVING A BEARING OF SOUTH
00°05'34" EAST

Sheet 4 of 4



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Drainage Easement

SKETCH OF DESCRIPTION

DATE: 6/22/2023

DRAWN JHY

SCALE: 1"=30'

JOB No. 22-083