Landings Community Development District

Agenda

September 20, 2024

Agenda

Landings Community Development District

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

September 12, 2024

Board of Supervisors Landings Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Landings Community Development District will be held on Friday, September 20, 2024 at 11:30 AM at the Hilton Garden Inn Palm Coast, 55 Town Center Blvd., Palm Coast, FL 32164. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the July 19, 2024 Meeting
- 4. Ratification of Series 2024 Requisitions #1-#3
- 5. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2024
- 6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #17A-C
- 7. Other Business
- 8. Supervisors Requests
- 9. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

Jeremy LeBrun

Jeremy LeBrun District Manager

Enclosures

MINUTES

MINUTES OF MEETING LANDINGS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Landings Community Development District was held Thursday, July 19, 2024 at 11:30 a.m. at the Hilton Garden Inn Palm Coast, 55 Town Center Boulevard, Palm Coast, Florida.

Present and constituting a quorum were:

Bill Fife	Vice Chairman
Greg Eckley	Assistant Secretary
Toby Tobin	Assistant Secretary
Also present were:	

George Flint by phone	
Jeremy LeBrun	
Vincent Sullivan	
Daniel Welch by phone	

FIRST ORDER OF BUSINESS

Mr. LeBrun called the meeting to order and called the roll. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

There were no members of the public present for comment and the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 21, 2024 Meeting

Mr. LeBrun presented the minutes from the June 21, 2024 Board of Supervisors meeting.

He asked for any comments, questions, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, the Minutes of the June 21, 2024 Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

Mr. LeBrun asked for a motion to open the public hearing.

Roll Call

Public Comment Period

District Manager District Manager District Counsel **District Engineer** On MOTION by Mr. Eckley, seconded by Mr. Tobin, with all in favor, the Public Hearing was opened.

Mr. Lebrun stated for the record that there were no members of the public present and asked for a motion to close the public hearing.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the Public Hearing was closed.

A. Consideration of Resolution 2024-13 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. LeBrun presented the resolution to the Board and stated that this will adopt the Fiscal

Year 2025 budget and noted that the Board has previously approved a proposed budget that has not been changed since that approval. He offered to answer any Board questions. Hearing none, he asked for a motion of approval.

On MOTION by Mr. Eckley, seconded by Mr. Tobin, with all in favor, Resolution 2024-13 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Developer Funding Agreements

- A. JTL Grand Landings Development, LLC
- **B.** KL Seminole Trace, LLC
- C. Byndog PCP, LLC

Mr. LeBrun noted that the Board had previously entered into agreements and for Fiscal Year 2024 and staff is bringing those agreements back for the upcoming fiscal year related to the budget that was just adopted by the Board. Mr. LeBrun also noted that there are three primary landowners within the District and there is a desire to split the administrative cost across the three landowners. These agreements are being updated for FY2025 and no other changes have been made from the ones that are currently in place.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the Fiscal Year 2025 Developer Funding Agreements with JTL Grand Landings Development, LLC, KL Seminole Trace, LLC, and Byndog PCP, LLC, were approved.

SIXTH ORDER OF BUSINESS

Consideration of Series 2024 Requisition No. 1 – *Under Separate Cover* Mr. Sullivan presented requisition No. 1 that was presented under separate cover. He stated that during a previous Board meeting they had levied what was called the North Assessment Area, the 2024 bonds. The landowner is now proposing to submit a requisition to obtain those bond funds, and the package is a form or the requestion. He went into deeper detail with the Board for their information and noted that in the end this will leave the bond construction account at zero. He offered to answer any Board questions and recommended that the Board move to approve subject to confirmation that both the contractor have posted the performance bond.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, the Series 2024 Requisition No. 1, was approved subject to confirmation of contactors posting Performance Bond.

SEVENTH ORDER OF BUSINESS Adoption of District Goals & Objectives

Mr. LeBrun noted the new legislation relating to Community Development Districts stating Districts must adopt Goals and Objectives and report on the achievement of those goals at the end of the year. GMS has prepared a memorandum with attached exhibits of said goals and objectives. The presented goals and objectives are designed to meet the requirements of the current legislation while also fulfilling the required duties under State statute. He offered to answer any questions before asking for a motion of approval to meet the deadline of October 1, 2024.

On MOTION by Mr. Fife, seconded by Mr. Tobin, with all in favor, Adoption of District Goals & Objectives, was approved.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Sullivan had nothing further to report and offered to answer any Board questions.

B. Engineer

Mr. Welch stated that construction had been ongoing onsite and there have been no issues to date. He gave a brief update on where construction currently stands before the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. LeBrun presented the unaudited financials through June 30, 2024. No action was required from the Board.

ii. Approval of Fiscal Year 2025 Meeting Schedule

Mr. LeBrun presented the meeting schedule and stated that it will be advertised per state statute. They will be using the same meeting schedule that is currently in place which is the third Friday of the month at the same time and location.

On MOTION by Mr. Fife, seconded by Mr. Tobin, with all in favor, the Fiscal Year 2025 Meeting Schedule, was approved.

NINTH ORDER OF BUSINESS Other Business

There being no other business, the next item followed.

TENTH ORDER OF BUSINESS

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

4

Supervisors Requests

SECTION IV

REQUISITION LANDINGS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS (NORTH TRACT), SERIES 2024

The undersigned, a Responsible Officer of the Landings Community Development District (the "Issuer") hereby submits the following requisition for disbursement 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 as of June 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1
- (B) Name of Payee: JTL Grand Landings Development, LLC
- (C) Amount Payable: \$3,765,704.43
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Acquisition of Improvements, North Tract
- (E) Amount, if any, that is used for a Deferred Cost: \$0
- (F) Fund or Account from which disbursement to be made: Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

- 1. E obligations in the stated amount set forth above have been incurred by the Issuer,
- Oľ

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LANDINGS COMMUNITY DEVELOPMENT DISTRICT

By: **Responsible Officer**

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

sulting Engineer

Michael D. Chiumento Michael D. Chiumento III William J. Bosch Vincent L. Sullivan Diane A. Vidal Mark A. Hall Kareen Movsesyan Jared T. Trent Sydney L. Nix Eric R. Sloan, of-counsel Thomas R. Pycraft, of-counsel

Michael D. Chiumento III Managing Partner Michael3@legalteamforlife.com



145 City Place, Suite 301 Palm Coast, FL 32164 Tel. (386) 445-8900 Fax: (386) 445-6702

> 2 Camino Del Mar Palm Coast, FL 32137

By Appointment Only: 57 W. Granada Blvd. Ormond Beach, FL 32174

July 24, 2024

<u>Via E-mail Transmission</u> Board of Supervisors Landings Community Development District c/o George Flint <u>gflint@gmscfl.com</u> 219 E. Livingston Street Orlando, FL 32801

RE: Landings CDD North Tract Bond Financing

To whom it may concern,

As you may recall, pursuant to Resolution No. 2024-04, the District commenced issuance of its Series 2024 Bonds to finance a portion of the improvements detailed in the *Landings Community Development District Capital Improvement Plan* dated September 8, 2022, as modified and supplemented by the *Landings Community Development District First Supplemental Engineers Report to the Capital Improvement Plan* (North Tract) dated February 1, 2024 ("2024 Project"). Said bonds closed on June 26, 2024, and generated proceeds with a par amount of \$7,020,000, of which, \$5,609,910.75 was deposited in the Series 2024 Acquisition and Construction Account and may be used to pay a portion of the costs associated with the 2024 Project.

Enclosed for your review please find a copy of the completed bond financing package providing for the conveyance of certain partially completed improvements within the 2024 Project to the District. As set forth in more detail in the package attached hereto, the Developer, JTL Grand Landings Development LLC., wishes to convey the partially completed improvements and work product to the District, pursuant to the terms of the Acquisition Agreement between the Developer and the District, in exchange for the payment from the Series 2024 Acquisition and Construction

Account. Of the \$5,609,910.75 ("Available Proceeds") in the Series 2024 Construction and Acquisition Account, \$3,765,704.43 will be applied to costs associated with this acquisition and \$1,844,206.32 shall be retained by the District in the Series 2024 Acquisition and Construction Account. The funds retained in the Construction Account shall be for the improvements and work product that remain to be completed and is to be disbursed upon said completion. Please note that the difference between the amount of this requisition, \$3,765,704.43 and the amount reflected as "Total Completed to Date" in the attached Exhibit A-2, \$3,842,289.05 shall be treated as a developer contribution and may be reimbursed at a future time from available bond proceeds. Please have the proceeds in the amount of \$3,765,704.43 made payable to the Developer. In connection with this conveyance, the Developer may request the remaining \$1,844,206.32 from the District upon completion of the improvements and proof of payment.

Sincerely,

Michael D. Chiumento III Attorney

Enclosures

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT CONFIRMING, RATIFYING, APPROVING AND FURTHER AUTHORIZING THE ACTIONS REGARDING THE ASSIGNMENT OF CONSTRUCTION CONTRACTS AND ACQUISITION OF CERTAIN IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Landings Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes (the "Act"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within the boundaries of the District, which plan is detailed in the *Landings Community Development District Capital Improvement Plan* dated September 8, 2022 as modified and supplemented by the *Landings Community Development District First Supplemental Engineers Report to the Capital Improvement Plan* (North Tract) dated February 1, 2024 (the "Engineer's Report" and the improvements set forth therein, the "2024 Project"); and

WHEREAS, JTL Grand Landings Development LLC., a Texas limited liability company (hereinafter the "Developer"), is the owner and development manager of the lands located in the boundaries of the District; and

WHEREAS, pursuant to Resolution No. 2024-04, the District commenced issuance of its 2024 Bonds to finance a portion of the improvements of the 2024 Project (the "2024 Bonds"), which Bonds closed on June 26, 2024 and generated proceeds in the amount of \$7,020,000 which was deposited in the Series 2024 Acquisition and Construction Account, as defined in the Master Trust Indenture, dated June 1, 2024 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of June 1, 2024, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") which will be used to finance a portion of the costs associated with the 2024 Project; and

WHEREAS, in conjunction with the issuance of the Bonds, the District and Developer entered into, among other financial documents, the *Agreement for the Acquisition of Certain Work Product, Materials, and infrastructure* ("Acquisition Agreement"), which sets forth the process by which the District may acquire the improvements comprising the 2024 Project, or take assignment of certain contracts for construction of improvements comprising the 2024 Project, as applicable; and

WHEREAS, the Developer and contractor, Pipeline Constructors Inc., previously entered into that certain *Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)* for Grand Landings Phase 5-6 Residential dated as of August 18, 2023, as listed in Exhibit A (collectively the "Pipeline Constructors Construction Agreement"), which is incorporated herein by this reference as is fully recited herein and summarized in the chart attached hereto as Exhibit A, and advanced, funded, commenced and completed certain public sitework infrastructure improvements (collectively, the "Improvements") comprising a portion of the 2024 Project; and

WHEREAS, the Developer and contractor, Smith Trucking Company, Inc., previously entered into that certain Owner-Contractor Agreement for Grand Landings Phase 5-6 dated as of August 11, 2023, as listed in Exhibit A-2 (collectively the "Smith Trucking Construction Agreement"), which is incorporated herein by this reference as is fully recited herein and summarized in the chart attached hereto as Exhibit A-2, and advanced, funded, commenced and completed certain public sitework infrastructure improvements (collectively, the "Improvements") comprising a portion of the 2024 Project. The Pipeline Constructors Construction Agreement and Smith Trucking Construction Agreement are sometimes referred to collectively as "Construction Agreement"; and

WHEREAS, the District and Developer desire to enter into various agreements whereby the Developer transfers, assigns and conveys unto the District all of the rights, interests, benefits and privileges of Developer under the Pipeline Constructors Construction Agreement ("Assignment"), forms of which are attached hereto as **Composite Exhibit B**, and those under the Smith Trucking Construction Agreement, forms of which are attached hereto as **Composite Exhibit C** (collectively, "Assignment Documents"), and sell to the District the completed portions of the Improvements constructed under the Construction Agreement ("Acquisition"), all of which shall be contingent upon the closing of the Bonds; and

WHEREAS, the District and Developer desire to enter into a temporary construction and access easement agreement (the "Easement") to permit access to the property, form of which is attached hereto as **Exhibit D**; and

WHEREAS, a portion of the work contained is the Construction Agreement is for private work outside the scope of the Phase 1 Project and the District and Developer desire to enter into a Cost Share Agreement for the Construction of Grand Landings Phase 5-6 Residential Improvements (the "Cost Share Agreement") to allow Developer to continue to fund the private portion of the work, form of which is attached hereto as **Exhibit E**; and

WHEREAS, the District desires to confirm, ratify and approve all actions of Board Member(s) and District staff regarding the Assignment of the Construction Agreement and Acquisition of the Improvements up to date and further authorize Chairman and District staff to take all actions necessary to complete same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Resolution.

SECTION 2. The Assignment Documents attached hereto as Composite Exhibit B, and Composite Exhibit C, Easement attached hereto as Exhibit D, and the Cost Share Agreement attached hereto as Exhibit E, are approved, the Chairman and District staff are hereby authorized by the Board to finalize and execute Assignment Documents.

SECTION 3. The actions of Board members and District staff including but not limited to District Engineer and District Counsel in negotiating, preparing, drafting and coordinating the Assignment and Acquisition relating to the Construction Agreement, and all actions taken hereinafter and in the furtherance of completing the Assignment and Acquisition, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, confirmed, approved and further authorized by the Board.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its adoption.

(Signatures on Next Page)

PASSED AND ADOPTED this ____ day of _____ 2024.

ATTEST:

LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

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Exhibit A Composite Exhibit B Composite Exhibit C Exhibit D Exhibit E Summary of Construction Agreement Assignment Documents Assignment Documents Construction Easement Agreement Cost Share Agreement

EXHIBIT A – Summary of Pipeline Constructors Inc., Standard Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) For Grand Landings Phase 5-6 Residential

	Total Contract Value
Mobilization, Erosion Control, SWPP	
Mobilization	\$25,000.00
Silt Fence	\$24,088.35
Erosion Control	\$22,000.00
N.O.I.	\$3,500.00
N.P.D.E.S.	\$9,800.00
Construction Entrance	\$14,000.00
General Conditions	\$109,854.00
Bonding	\$72,833.00
Total Mobilization/ Erosion Control	\$281,075.35
Earthwork	
Finish Grade	\$60,000.00
Grading Asbuilts	\$6,750.00
Total Earthwork	\$66,750.00

	Total Contract Value
Roadway	
Stabilization	\$186,343.60
Asphalt Base	\$203,550.00
Base Finishing	\$106,535.00
Asphalt Paving 1.5"	\$269,533.55
Asphalt Paving 2"	\$11,899.80
Prime	\$16,226.10
Pavement Marking/Signage	\$15,950.00
Pavement Marking/Signage - Final Lift	\$4,180.00

Total Roadway	\$1,069,860.60
Paving Asbuilts	\$9,600.00
Type "C"	\$8,250.00
Curbs City Standard	\$5,925.00
Curbs Miami	\$182,532.75
ADA Mats	\$14,475.00
Sidewalk	\$20,925.00
Conservation Signs	\$1,210.00
Fire Access	\$12,724.80

	Total Contract Value
Sodding	
Sod Swale/Ditches/Slopes	\$19,161.45
Sod Pond	\$69,997.95
Sod B.O.C.	\$7,929.63
Seeding ROW	\$11,253.00
Sod Open Spaces/Parks	\$26,591.40
Total Seeding/Mulching/Sod	\$115,771.98

	Total Contract Value
Storm Drain System	
C Inlet (0-4)	\$5,560.30
Curb Inlet (4-6)	\$50,886.60
Curb Inlet (6-8)	\$5,288.10
Curb Inlet (8-10)	\$17,740.80
Curb Inlet (10-12)	\$14,186.70
Double Curb Inlet (4-6)	\$22,277.55
Double Curb Inlet (6-8)	\$27,327.90
Double Curb Inlet (8-10)	\$20,171.00
Yard Drain (0-4)	\$6,471.00
"H" Inlet (4-6)	\$12,253.95

E Inlet (4-6)	\$5,084.40
Manhole (4-6)	\$8,804.90
Manhole (8-10)	\$12,236.10
Manhole (10-12)	\$12,672.90
18" MES	\$3,995.70
24" MES	\$12,945.45
30" MES	\$12,311.00
36" MES	\$6,108.70
34x53 MES	\$12,614.00
Curb Inlet Grade Rings	\$19,461.00
Manhole Grade Rings	\$3,042.00
18" RCP (4-6)	\$53,491.20
18" RCP (6-8)	\$1,974.40
18" RCP (8-10)	\$16,816.80
24" RCP (0-4)	\$27,435.20
24" RCP (4-6)	\$72,293.64
24" RCP (6-8)	\$66,049.20
24" RCP (8-10)	\$12,747.96
24" RCP (10-12)	\$30,635.20
30" RCP (4-6)	\$27,170.10
30" RCP (10-12)	\$31,312.40
34x53 ERCP	\$60,899.40
12" HP (0-4)	\$6,682.92
18" Inline Drain w/grate	\$1,773.50
18" Nyloplast Drain Basin 5"	\$2,969.95
18" Nyloplast Drain Basin 3"	\$2,934.30
Underdrain Stubouts @Inlet	\$17,570.00
T.V.	\$35,117.40
Dewater	\$91,020.80
Layout	\$15,950.00
Asbuilts	\$17,400.00
Total Storm Drain System	\$883,684.42

Total
Contract
Value

Sewer System	
Manhole "A" (4-6)	\$48,833.55
Manhole "A" (6-8)	\$39,523.50
Manhole "A" (8-10)	\$30,341.00
Manhole "A" (10-12)	\$18,249.60
Manhole "A" (12-14)	\$30,423.60
Manhole "A" (16-18)	\$12,347.60
Manhole "A" w/Outside Drop (10-12)	\$10,559.70
Manhole "A" w/Outside Drop Lined (16-18)	\$27,730.80
Manhole Grade Rings	\$15,086.25
8" PVC (4-6)	\$51,534.38
8" PVC (6-8)	\$51,633.99
8" PVC (8-10)	\$47,144.08
8" PVC (10-12)	\$75,920.40
8" PVC (12-14)	\$32,988.71
8" PVC (16-18)	\$27,260.60
Outside Drop @Manhole	\$1,228.40
Services	\$285,696.00
Dewater	\$136,080.00
T.V.	\$54,602.10
Layout	\$7,425.00
Asbuilts	\$9,450.00
Total Sewer System	\$1,014,059.26

	Total Contract Value
Force Main	
6" DR 18	\$64,371.00
6" Misc Fittings	\$23,315.55
6" Plug Valve Assembly	\$1,641.90
Air Release Valves	\$9,502.50
Air Release Vault	\$41,462.85
Restraints/Wire	\$4,261.30

Total Force Main	\$162,247.10
Asbuilts	\$4,200.00
Wire Testing	\$6,192.00
Layout	\$3,100.00
PT/BT	\$4,200.00

	Total Contract
	Value
Lift Station	
Wet Well (22-24)	\$81,898.20
Lift Station P.B.M.	\$264,000.00
Lift Station Generator	\$0.00
Dewater	\$17,500.00
Survey	\$3,500.00
Start Up	\$3,500.00
Total Lift station	\$370,398.20

	Total
	Contract
	Value
Water Main	
8" DR 18	\$219,712.48
6" DR 18	\$2,495.00
4" DR 18	\$2,756.52
16x8 Wet Tapp	\$14,088.35
Single Service	\$79,362.00
Long Single Service	\$106,316.82
Lift Station Service	\$2,019.80
8" Gate Valve	\$45,202.40
6" Gate Valve	\$19,570.00
Fire Hydrant	\$40,684.00
Flushing Hydrant	\$9,531.30

Гotal Water Main	\$669,871.17
Asbuilts	\$6,550.00
Wire Testing	\$20,376.00
Layout	\$4,740.00
PT/BT	\$6,800.00
Restraints/Wire	\$35,857.10
4" Misc Fittings	\$285.15
6" Misc Fittings	\$1,101.50
8" Misc Fittings	\$52,422.75

	Total Contract Value		
Raw Water Main			
Remove Existing	\$39,790.00		
10" DR18	\$78,711.36		
10" Gate Valve	\$9,420.45		
10" Misc Fittings	\$12,780.75		
Restraints/Wire	\$1,101.50		
PT/BT	\$3,500.00		
Layout	\$950.00		
Wire Testing	\$3,744.00		
Asbuilts	\$1,400.00		
Total Raw Water Main	\$151,398.06		

	Total Contract Value		
Re-Use Main			
8" DR 18	\$302,480.88		
6" DR 18	\$7,485.00		
4" DR 18	\$2,143.96		
Single Service	\$70,820.00		
Long Single Service	\$118,760.00		

Fotal All Scope of Work	\$3,842,289.05
Fotal Re-Use Main	\$752,147.99
Asbuilts	\$7,900.00
Wire Testing	\$27,840.00
Layout	\$4,650.00
PT/BT	\$6,800.00
Restraints/Wire	\$43,006.85
4" Misc Fittings	\$571.45
5" Misc Fittings	\$870.90
8" Misc Fittings	\$61,113.05
Air Release Valves	\$7,109.20
Flushing Hydrant	\$14,317.65
8" Gate Valve	\$76,279.05

EXHIBIT A-2 – Summary of Smith Trucking Company, Inc., Owner-Contractor Agreement for Grand Landings Phases 5-6

OWNER-CONTRACTOR AGREEMENT	Total Contract Value
Clearing	\$641,680.00
Strip Site	\$55,530.00
Removal of Stripping Material	\$283,760.25
Dig Ponds	\$946,641.75
Compact and Spread	\$282,331.75
Dewatering	\$83,038.75
Grading	\$59,850.00
Rock	\$11,400.00
Surveying	\$86,577.00
Lake Bank Sod	\$201,266.25
Testing	\$78,648.00
Silt Fence	\$130,301.25
NPDES	\$12,500.00
Mobilization	\$12,500.00
Total	\$2,886,025.00

REQUISITION LANDINGS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS (NORTH TRACT), SERIES 2024

The undersigned, a Responsible Officer of the Landings Community Development District (the "Issuer") hereby submits the following requisition for disbursement 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 as of June 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

 (B) Name of Payee: Pipeline Constructors, Inc.
 2117 North Temple Avenue Starke, FL 32091

2

- (C) Amount Payable: \$307,822.82
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Draw #04 - Roadway, stormwater, drainage, water, sewer and reuse improvements – GL 5 & 6 Phase 1
- (E) Amount, if any, that is used for a Deferred Cost: \$0
- (F) Fund or Account from which disbursement to be made: Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Responsible Officer By:

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. Digital Signature

o 8768

Digital Signature Daniel J. Welch, P.E. 2024.07.30 20:37:07 -04'00'

Consulting Engineer



2117 North Temple Avenne + P.O. Box 189, Starke, FL 32091 Phone (904) 964-2019 + Fax (904) 964-2916

Invoice

6.25.24

Invoice No. 272-04

JTL Grand Landings Development, LLC Jeffrey Douglas 180 Brookhaven Court, South Palm Coast, FL 32164 Project: Grand Landings Phase 5-6 Ph1 Palm Coast

Description:

Current Gross Monthly Billing	\$ 342,025.35
Less 10% Retainage	\$ 34,202.54
Current Net Monthly Billing	\$ 307,822.82

Payment Due Net Thirty

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contact Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Engineer Certification

CENSE Ro. 87681 A Date:

This Certificate is not negotiable. The ANOUNT CERTIFIED is bayable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



REQUEST FOR PAYMENT

DRAW (INVO	ICE) #:	04			
DRAW DATE:		6.25.24			
PERIOD END DATE:		6.30.24			
PROJECT #	272				
PROJECT:	Gran	Grand Landings 5-6 Phase 1			
LOCATION:	Palm Coast, FL				

		OFFICE USE ONLY
a)	Amount of original agreement \$ 5,675,400.57	
b)	Net Change Orders #1 thru # 1	
-) c)	Revised agreement amount (a+b) \$5,686,495.37	
d)	Work completed to date \$3,842,289.05	
,	Value of stored materials	
e)		
f)	Total completed & stored to date (d+e) \$ 3,500,263.70 Less previous applications (line f from previous draw) \$ 3,500,263.70	· · · · · · · · · · · · · · · · · · ·
g) h)	Current application (f-g)	
i)	Less 10 % retainage (h*%) \$34,202.54	
i)	Less other deductions (State if applicable)	
,,, k)	Net amount this request (h-i-j) \$307,822.82	
i)	Balance to complete agreement (c-f) \$1,844,206.32	
'' m)	Job-To-Date Retainage Held \$384,228.91	

CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN

The undersigned subcontractor acknowledges that there are no additional costs or claims for any extras	This agreement constitutes a partial release of lien to the extent of all monies			
or additions for labor or material on the described real estate performed to date, except as authorized by	due and owing, including the cost of additional labor and material for work			
signed Change Orders which are included on line "b" below and further certifies that all work performed or	being performed without a signed Change Order up to date hereof, and further is given in accordance with Governing Mechanics Lien Law and the undersigned			
materials installed are in accordance with the approved plans and specifications on the agreement.				
The undersigned certifies that all laborers and materialmen with regard to the job have been fully paid	subcontractor certifies that he has paid all laborers and materialmen to the date			
and that none of such laborers and materialmen have any claims, demands or claims of lien against said	hereof and this agreement constitutes a sworn affidavit inducing			
premises, and the undersigned subcontractor does hereby agree to indemnify and hold harmless	JTL Grand Landings, Development, LLC to make the payment requested.			
JTL Grand Landings, Development, LLC against any loss or damage, including a reasonable attorney's fee, which it				
may sustain by reason of placing or filing of liens against said real estate by subcontractor's laborers or				
materialmen for amounts due them for services performed to date.	SIGNATURE MUST BE NOTARIZED OR WITNESSED BY TWO PERSONS.			
Witness the hand and seal of the undersigned this day of	_{.20} 24			
	mannum Beat Pm Project Manager			
Pipeline Constructors, Inc. By:	Simpline Title			
Name of Company	- Ignoral -			
2117 N. Temple Ave Starke, FL 32091	904-964-2019			
Address	Phone			
Before me, the undersigned authority, personally appeared Marney Best who,	by me being first duly sworn, did acknowledge that			
he or she is the <u>Project Manager</u> of Pipeline Constructors, Inc. and as such has the a	uthority to execute this document and that the facts			
stated therein are true.				
Dated this 25th date of June , 2024 My Commission Expire	s: 3/26/25			
STATE OF Florida COUNTY OF Bradford	Witness:			
CHECK DELIVERY (CIRCLE ONE) * DELIVER TO JOB SITE * REGULAR MAIL * OVERNIGHT-				

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$307,822.82, hereby waives and releases its lien and right to claim a lien for labor, services or materials

furnished through 6.30.24 to JTL Grand Landings, Development, LLC on the job of Grand Landings 5-6 Phase 1, to the following described property:

Job Name: Grand Landings 5-6 Phase 1 Job Address: City, State, Zip: Palm Coast, FL

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on _____, 20_24

Pipeline Constructors, Inc.

(Subcontractor's Name) mainey Best, PM Bv:

Printed Name Marney Best, PM

STATE OF FLORIDA COUNTY OF Bradford

The of Ju	0 0	instrument _, 20 <u>24</u> , by_		acknowledg arney Best	ed before, as		25th ect Manager	day
of _		e Constructors,		, who	s:			
	Prod	onally knowr uced Identifi cation Produ	catior	1				
		TONYA JOH Notry Packe - Sa Communo 4 H 9 Comm Escree, Borded through hausea	Re of Ficarida IH 073185 Mar 26, 2025		Muya DTARY I y Commis	UBLI	3/26/25	

This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

JOB NAME Grand Landings Phase 5-6 Ph 1

Schedule of Values Through Change Order #1

Billing No. 272-04 Date: 6.25.2024 Thru Date: 6.30.2024

Description of Work	Scheo	luled Value	From Prev Applicat		This Period Complete		terial T ored	otal Completed to Date	%	Balance to Finish	R	Retainage
					P/Erosion Co		Jieu	to Date				
Mobilization	\$	25,000.00		500.00 \$	-		Ś	17,500.00	70%	\$ 7,500.00	\$	1,750.00
Silt Fence	\$	24,088.35		361.85 \$			\$,	80%		\$	1,927.07
Erosion Control	\$	22,000.00		100.00 \$	_, · · · · ·		\$		80%	* .,==	<u> </u>	1,760.00
NOI	\$	3,500.00		150.00 \$		-	\$		80%		<u> </u>	280.00
NPDES	\$	9,800.00		360.00 \$		_	\$		80%	\$ 1,960.00	Ś	784.00
Construction Entrance	\$	14,000.00		00.00 \$			\$	· · · · · · · · · · · · · · · · · · ·	50%	· · · · · · · · · · · · · · · · · · ·	<u> </u>	700.00
General Conditions	\$	182,687.00		380.90 \$		70	\$		80%		+	14,614.96
Total Mobilization/SWPPP/Erosion Control	\$	281,075.35		52.75 \$		_	- \$		0070	\$ 62,915.07	+	21,816.03
	1*	201,075.55	y 100,	Earth		J4 J	14	210,100.20	-	\$ 02,513.07	14	11,010.03
Finish Grade	\$	60,000.00	1	s s		T	\$		0%	\$ 60,000.00	Is.	
Testing	\$	12,400.00		\$		_	\$		30%		+	372.00
Grading Asbuilts	\$	13,500.00		\$			\$		0%		<u> </u>	572.00
Total Seeding / Sodding	\$	85,900.00	Ś	- 5		00 Ś	- \$		070	\$ 82,180.00	-	372.00
Total Security Southing	4	05,500.00	1.2	Road				5,720.00		\$ 62,100.00	L¥_	372.00
Stabilization	\$	186,343.60	r	s		-	\$		0%	\$ 186,343.60	1¢	
Asphalt Base	\$	203,550.00		3			\$		0%			_
Base Finishing	\$	106,535.00		5	5	_	\$		0%			
Asphalt Paving Site	\$	269,533.55		\$	n,	_	\$		0%		<u> </u>	
Asphalt Paving Entrance	\$	11,899.80		5			\$		0%		-	_
Prime	\$	16,226.10		-		_	\$		0%	· · · · · · · · · · · · · · · · · · ·	+	-
Pavement Marking/Signage	\$	20,130.00					\$		0%		-	
Fire Access	\$	12,724.80		4		_	Ś		0%		<u> </u>	_
Conservation Signs	\$	1,210.00	·	9	n		\$		0%		+	-
Sidewalk	\$	35,823.60			6		Ś		0%			-
ADA Mats	\$	14,475.00	-	3			Ś		0%		-	-
Curbs Miami	\$	186,788.79				79	\$		100%		Ś	18,678.88
Curbs City Standard	\$	5,925.00		5			;		0%	-	+ -	
Туре "С"	\$	8,250.00		4		s	¢		0%	<u> </u>	-	
Paving Asbuilts	\$	9,600.00		4		No. 1			0%			2
Total Roadway	\$	1,089,015.24	\$	- \$	\$ 186,788.	79 \$	- \$			\$ 902,226.45	-	18,678.88
				Seeding /					-		<u> </u>	TW LE T
Sod Swale/Ditches/Slopes	\$	19,161.45	1				d	-	0%	\$ 19,161.45	Ś	-
Sod Pond	\$	69,997.95		4	\$		\$		0%			-
Sod B.O.C.	\$	7,929.63		9	\$ 0	ec.	ç		0%			-
Seeding ROW	\$	11,253.00			; \$				0%		<u> </u>	-
Sod Open Spaces/Parks	\$	26,591.40			\$		4		0%		+	-
Seed Open Spaces	\$	5,989.50			\$				0%		+	-
Lot Seeding	\$	99,825.00			\$		\$		0%		_	-
Total Seeding / Sodding	Ś	240,747.93	Ś		\$	\$	- 1			\$ 240,747.93		-

JOB NAME Grand Landings Phase 5-6 Ph 1

Schedule of Values Through Change Order #1

Billing No. 272-04 Date: 6.25.2024 Thru Date: 6.30.2024

		 Storn	n Dra	ain			A			_
C Inlet	\$ 5,560.30	\$ 5,560.30	\$	-		\$	5,560.30	100%	\$ -	\$ 556.03
Curb Inlet	\$ 88,102.20	\$ 88,102.20	\$	-		\$	88,102.20	100%	\$ -	\$ 8,810.22
Double Curb Inlet	\$ 69,776.45	\$ 69,776.45	\$	-		\$	69,776.45	100%	\$ -	\$ 6,977.65
E Inlet	\$ 5,084.40	\$ 5,084.40	\$	-		\$	5,084.40	100%	\$ -	\$ 508.44
H Inlet	\$ 12,253.95	\$ 12,253.95	\$	-		\$	12,253.95	100%	\$ -	\$ 1,225.40
Manhole	\$ 33,713.90	\$ 33,713.90	\$	-		\$	33,713.90	100%	\$ -	\$ 3,371.39
Yard Drain	\$ 6,471.00	\$ 6,471.00	\$	-		\$	6,471.00	100%	\$-	\$ 647.10
18" MES	\$ 3,995.70	\$ 3,995.70	\$	-		\$	3,995.70	100%	\$ -	\$ 399.57
24" MES	\$ 11,096.10	\$ 11,096.10	\$	-		\$	11,096.10	100%	\$ -	\$ 1,109.61
30" MES	\$ 14,773.20	\$ 14,773.20	\$	-		\$	14,773.20	100%	\$ -	\$ 1,477.32
36" MES	\$ 6,108.70	\$ 6,108.70	\$	-		\$	6,108.70	100%	\$ -	\$ 610.87
34x53 MES	\$ 12,614.00	\$ 12,614.00	\$	-		\$	12,614.00	100%	\$ -	\$ 1,261.40
Curb Inlet Grade Rings	\$ 19,461.00	\$ 9,730.50	\$	-		\$	9,730.50	50%	\$ 9,730.50	\$ 973.05
Manhole Grade Rings	\$ 3,042.00	\$ 1,521.00	\$	-		\$	1,521.00	50%	\$ 1,521.00	\$ 152.10
18" RCP	\$ 8,596.80	\$ 8,596.80	\$	2		\$	8,596.80	100%	\$ -	\$ 859.68
18" HP	\$ 52,589.89	\$ 52,589.89	\$	-		\$	52,589.89	100%	\$ -	\$ 5,258.99
24" RCP	\$ 27,435.20	\$ 27,435.20	\$	-		\$	27,435.20	100%	\$ -	\$ 2,743.52
24" HP	\$ 142,252.94	\$ 142,252.94	\$	-		\$	142,252.94	100%	\$ -	\$ 14,225.29
30" HP	\$ 88,571.44	\$ 88,571.44	\$	-		\$	88,571.44	100%	\$-	\$ 8,857.14
34X53 ERCP	\$ 60,899.40	\$ 60,899.40	\$	-		\$	60,899.40	100%	\$ -	\$ 6,089.94
12" HP	\$ 1,113.82	\$ 1,113.82	\$	-		\$	1,113.82	100%	\$ -	\$ 111.38
18" Inlate Drain w/grate	\$ 1,773.50	\$ 1,773.50	\$			\$	1,773.50	100%	\$ -	\$ 177.35
18" Nyloplast Drain Basin 5"	\$ 2,969.95	\$ 2,969.95	\$	-		\$	2,969.95	100%	\$ ~	\$ 297.00
18" Nyloplast Drain Basin 3"	\$ 2,934.30	\$ 2,934.30	\$	-		\$	2,934.30	100%	\$ -	\$ 293.43
Underdrain Stub Outs @ Inlet	\$ 17,570.00	\$ -	\$	17,570.00		\$	17,570.00	100%	\$ -	\$ 1,757.00
Storm Pipe Certification	\$ 35,117.40	\$ =	\$	-		\$	370	0%	\$ 35,117.40	\$ *
Dewater	\$ 91,020.80	\$ 91,020.80	\$			\$	91,020.80	100%	\$-	\$ 9,102.08
Layout	\$ 15,950.00	\$ 15,950.00	\$	-		\$	15,950.00	100%	\$ -	\$ 1,595.00
Asbuilts	\$ 17,400.00	\$ -	\$	-		\$	242	0%	\$ 17,400.00	\$ 1
CM #2 - Added Yard Drain & 18" HP Pipe (1204B)	\$ 11,386.74	\$ 11,386.74	\$	-		\$	11,386.74	100%	\$ -	\$ 1,138.67
Total Storm Drain	\$ 869,635.08	\$ 788,296.18	\$	17,570.00	\$-	\$	805,866.18		\$ 63,768.90	\$ 80,586.62
	· · ·	Sanita	ry Se	ewer		_	-			
Manhole	\$ 179,718.85	\$ 179,718.85	\$			\$	179,718.85	100%	\$ -	\$ 17,971.89
Manhole "Drop"	\$ 10,559.70	\$ 10,559.70	\$	-		\$	10,559.70	100%	\$ -	\$ 1,055.97
Manhole "Lined"	\$ 27,730.80	\$ 27,730.80	\$	-		\$	27,730.80	100%	\$ -	\$ 2,773.08
Grade Rings	\$ 15,086.25	\$ 7,543.13	\$	-		\$	7,543.13	50%	\$ 7,543.13	\$ 754.31
8" PVC	\$ 286,482.15	\$ 286,482.15	\$	-		\$	286,482.15	100%	\$-	\$ 28,648.22
Services	\$ 285,696.00	\$ 285,696.00	\$	-		\$	285,696.00	100%	\$-	\$ 28,569.60
Outside Drop @ Manhole	\$ 1,228.40	\$ 1,228.40	\$	-		\$	1,228.40	100%	\$	\$ 122.84
Dewater	\$ 136,080.00	\$ 136,080.00	\$	-		\$	136,080.00	100%	\$-	\$ 13,608.00
TV	\$ 54,602.10	\$ -	\$	-		\$	-	0%	\$ 54,602.10	\$ -

JOB NAME Grand Landings Phase 5-6 Ph 1

Schedule of Values Through Change Order #1

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Billing No. 272-04
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Date: 6.25.2024

Thru Date: 6.30.2024

Layout	\$ 7,425.00	\$ 7,425.00	\$	-	Т		\$ 7,425.00	100%	\$ -	\$ 742.50
Asbuilts	\$ 9,450.00	\$ -	\$	-	T		\$ -	0%	\$ 9,450.00	\$ -
Total Sanitary Sewer	\$ 1,014,059.25	\$ 942,464.03	\$	-	\$	5 -	\$ 942,464.03		\$ 71,595.23	\$ 94,246.40
		Force	e Ma	ain						
6" DR 18	\$ 64,371.00	\$ 38,622.60	\$	19,311.30	Τ		\$ 57,933.90	90%	\$ 6,437.10	\$ 5,793.39
6" Misc Fittings	\$ 23,315.55	\$ 10,258.84	\$	10,492.00	T		\$ 20,750.84	89%	\$ 2,564.71	\$ 2,075.08
6" Plug Valve Assembly	\$ 1,641.90	\$ 1,034.40	\$		T		\$ 1,034.40	63%	\$ 607.50	\$ 103.44
Air Release Valves	\$ 9,502.50	\$ 4,941.30	\$	(e)			\$ 4,941.30	52%	\$ 4,561.20	\$ 494.13
Air Release Vault	\$ 41,462.85	\$ 35,658.05	\$	-			\$ 35,658.05	86%	\$ 5,804.80	\$ 3,565.81
Restraints/Wire	\$ 4,261.30	\$ 1,661.91	\$	2,173.26			\$ 3,835.17	90%	\$ 426.13	\$ 383.52
РТ	\$ 4,200.00	\$ -	\$	÷.			\$ -	0%	\$ 4,200.00	\$ -
Layout	\$ 3,100.00	\$ 1	\$	3,100.00			\$ 3,100.00	100%	\$ -	\$ 310.00
Wire Testing	\$ 6,192.00	\$ -	\$	-			\$ -	0%	\$ 6,192.00	\$ -
Asbuilts	\$ 4,200.00	\$ -	\$	-			\$ -	0%	\$ 4,200.00	\$ 2
Total Force Main / Lift Station	\$ 162,247.10	\$ 92,177.10	\$	35,076.56	\$	\$ -	\$ 127,253.66		\$ 34,993.44	\$ 12,725.37
		Lift 9	Stati	on						 1.1.1.1
Wet Well (22-24)	\$ 81,898.20	\$ 81,898.20	\$	-)	\$ 81,898.20	100%	\$ 	\$ 8,189.82
Lift Station P.B.M.	\$ 264,000.00	\$ -	\$			1	\$ 9)]	0%	\$ 264,000.00	\$ -
Dewater	\$ 17,500.00	\$ 17,500.00	\$	-			\$ 17,500.00	100%	\$ -	\$ 1,750.00
Survey	\$ 3,500.00	\$ 3,500.00	\$	-			\$ 3,500.00	100%	\$ -	\$ 350.00
Start Up	\$ 3,500.00	\$ 37 - S	\$	-			\$ 5	0%	\$ 3,500.00	\$ (# 1)
Total Lift Station	\$ 370,398.20	\$ 102,898.20	\$	-		\$ -	\$ 102,898.20		\$ 267,500.00	\$ 10,289.82
		W	ate	ra da la						1.1
8" DR 18	\$ 219,712.48	\$ 219,712.48	\$	-	Τ		\$ 219,712.48	100%	\$ -	\$ 21,971.25
6" DR 18	\$ 2,495.00	\$ 2,495.00	\$	-			\$ 2,495.00	100%	\$ -	\$ 249.50
4" DR 18	\$ 2,756.52	\$ 2,756.52	\$	-			\$ 2,756.52	100%	\$ -	\$ 275.65
16x8 Wet Tapp	\$ 14,088.35	\$ 14,088.35	\$	-			\$ 14,088.35	100%	\$ -	\$ 1,408.84
Single Service	\$ 79,362.00	\$ 79,362.00	\$	-			\$ 79,362.00	100%	\$ _	\$ 7,936.20
Long Single Service	\$ 106,316.82	\$ 106,316.82	\$	-			\$ 106,316.82	100%	\$ 	\$ 10,631.68
Lift Station Service	\$ 2,019.80	\$ 2,019.80	\$	-			\$ 2,019.80	100%	\$ -	\$ 201.98
8" Gate Valve	\$ 45,202.40	\$ 45,202.40	\$	_			\$ 45,202.40	100%	\$ -	\$ 4,520.24
6" Gate Valve	\$ 19,570.00	\$ 19,570.00	\$	1			\$ 19,570.00	100%	\$ -	\$ 1,957.00
Fire Hydrant	\$ 40,684.00	\$ 40,684.00	\$	-			\$ 40,684.00	100%	\$ -	\$ 4,068.40
Flushing Hydrant	\$ 9,531.30	\$ 9,531.30	\$	-			\$ 9,531.30	100%	\$ -	\$ 953.13
8" Misc Fittings	\$ 52,422.75	\$ 52,422.75	\$	-			\$ 52,422.75	100%	\$ -	\$ 5,242.28
6" Misc Fittings	\$ 1,101.50	\$ 1,101.50	\$	-			\$ 1,101.50	100%	\$ 	\$ 110.15
4" Misc Fittings	\$ 285.15	\$ 285.15	\$	-			\$ 285.15	100%	\$ -	\$ 28.52
Restraints/Wire	\$ 35,857.10	\$ 35,857.10	\$	-			\$ 35,857.10	100%	\$ -	\$ 3,585.71
PT/BT	\$ 6,800.00	\$ 1	\$	3,400.00			\$ 3,400.00	50%	\$ 3,400.00	\$ 340.00
Layout	\$ 4,740.00	\$ 4,740.00	\$	-			\$ 4,740.00	100%	\$ -	\$ 474.00
Wire Testing	\$ 20,376.00	\$ -	\$	-			\$ -	0%	\$ 20,376.00	\$ -
Asbuilts	\$ 6,550.00	\$ -	\$	-	T		\$ -	0%	\$ 6,550.00	\$ -

JOB NAME Grand Landings Phase 5-6 Ph 1

Schedule of Values Through Change Order #1

Billing No. 272-04

Date: 6.25.2024 Thru Date: 6.30.2024

Total Water	\$ 669,871.17	\$	636,145.17	\$	3,400.00	\$-	\$ 639,545.17		\$ 30,326.00	\$ 63,954.52
			Raw	Wat	er					1.1
Remove Existing	\$ 39,790.00	\$	19,895.00	\$	E.		\$ 19,895.00	50%	\$ 19,895.00	\$ 1,989.50
10" DR18	\$ 78,711.36	\$	59,820.63	\$	18,890.73		\$ 78,711.36	100%	\$ -	\$ 7,871.14
10" Gate Valve	\$ 9,420.45	\$	6,405.91	\$	3,014.54		\$ 9,420.45	100%	\$-	\$ 942.05
10" Misc Fittings	\$ 12,780.75	\$	5,112.30	\$	7,668.45		\$ 12,780.75	100%	\$-	\$ 1,278.08
Restraints/Wire	\$ 1,101.50	\$	693.95	\$	407.56		\$ 1,101.50	100%	\$-	\$ 110.15
PT/BT	\$ 3,500.00	\$	-	\$	1,750.00		\$ 1,750.00	50%	\$ 1,750.00	\$ 175.00
Layout	\$ 950.00	\$	-	\$	950.00		\$ 950.00	100%	\$ 4	\$ 95.00
Wire Testing	\$ 3,744.00	\$	-	\$	3,744.00		\$ 3,744.00	100%	\$ -	\$ 374.40
Asbuilts	\$ 1,400.00	\$	3	\$	1,400.00		\$ 1,400.00	100%	\$ -	\$ 140.00
Total Raw Water	\$ 151,398.06	\$	91,927.78	\$	37,825.28	\$ -	\$ 129,753.06		\$ 21,645.00	\$ 12,975.31
			ReUs	e Wa	ter					
8" DR 18	\$ 302,480.88	\$	269,207.98	\$	18,148.85		\$ 287,356.84	95%	\$ 15,124.04	\$ 28,735.68
6" DR 18	\$ 7,485.00	\$	7,485.00	\$	-		\$ 7,485.00	100%	\$ -	\$ 748.50
4" DR 18	\$ 2,143.96	\$	2,143.96	\$	-		\$ 2,143.96	100%	\$ -	\$ 214.40
Single Service	\$ 70,820.00	\$	70,820.00	\$	-		\$ 70,820.00	100%	\$ -	\$ 7,082.00
Long Single Service	\$ 118,760.00	\$	118,760.00	\$	-		\$ 118,760.00	100%	\$ -	\$ 11,876.00
8" Gate Valve	\$ 76,279.05	\$	70,939.52	\$	1,525.58		\$ 72,465.10	95%	\$ 3,813.95	\$ 7,246.51
Flushing Hydrant	\$ 14,317.65	\$	14,317.65	\$	ŧ		\$ 14,317.65	100%	\$-	\$ 1,431.77
Air Release Valves	\$ 7,109.20	\$	4,549.89	\$	-		\$ 4,549.89	64%	\$ 2,559.31	\$ 454.99
8" Misc Fittings	\$ 61,113.05	\$	55,001.75	\$	3,055.65		\$ 58,057.40	95%	\$ 3,055.65	\$ 5,805.74
6" Misc Fittings	\$ 870.90	\$	714.14	\$	156.76		\$ 870.90	100%	\$-	\$ 87.09
4" Misc Fittings	\$ 571.45	\$	571.45	\$	ŝ		\$ 571.45	100%	\$ -	\$ 57.15
Restraints/Wire	\$ 43,006.85	\$	38,706.17	\$	2,150.34		\$ 40,856.51	95%	\$ 2,150.34	\$ 4,085.65
РТ	\$ 6,800.00	\$	3	\$	3,400.00		\$ 3,400.00	50%	\$ 3,400.00	\$ 340.00
Layout	\$ 4,650.00	\$	4,185.00	\$	-		\$ 4,185.00	90%	\$ 465.00	\$ 418.50
Wire Testing	\$ 27,840.00	\$	(m)	\$	-		\$ -	0%	\$ 27,840.00	\$ 14
Asbuilts	\$ 7,900.00	\$	53	\$	-		\$ ŭ.	0%	\$ 7,900.00	\$ -
Total ReUse Water	\$ 752,147.99	\$	657,402.50	\$	28,437.19	\$ -	\$ 685,839.69		\$ 66,308.30	\$ 68,583.97
Total All Scope of Work	\$ 5,686,495.37	\$ 3	,500,263.70	\$	342,025.35	\$ -	\$ 3,842,289.05		\$ 1,844,206.32	\$ 384,228.90

REQUISITION LANDINGS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS (NORTH TRACT), SERIES 2024

The undersigned, a Responsible Officer of the Landings Community Development District (the "Issuer") hereby submits the following requisition for disbursement 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 as of June 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2024, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Name of Payee: Pipeline Constructors, Inc.
 2117 North Temple Avenue Starke, FL 32091

3

- (C) Amount Payable: \$694,042.79
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Pay Application 5
- (E) Amount, if any, that is used for a Deferred Cost: \$0
- (F) Fund or Account from which disbursement to be made: Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Work Completed to Date Pay Reques	st #5	\$	4,370,634.67
Less: 5% Retainage	\$218,531.73	\$	(218,531.73)
Total Due to Pipeline		\$	4,152,102.94
Less: Amount Paid to Date		\$((3,458,060.15)
Amount Due Pay Request #5 - Req. #	13	\$	694,042.79

, 10 M



2117 Nurth Temple Averne + P.O. Box 189, 5tacks, FI, 32091 Phane (904) 964-2019 + Fax (904) 864-2018

Invoice

7.25.24

Invoice No. 272-05

JTL Grand Landings Development, LLC Jeffrey Douglas 180 Brookhaven Court, South Palm Coast, FL 32164 Project: Grand Landings Phase 5-6 Ph1 Palm Coast

Description:

Current Gross Monthly Billing	\$ 528,345.62
	\$ 26 ,41 7. 28
Current Net Monthly Billing	\$ 501,928.34

Payment Due Net Thirty

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contact Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Engineer Certification

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



REQUEST FOR PAYMENT

DRAW (INVO	ICE) #:	05
DRAW DATE:		7.25.24
PERIOD END	DATE:	7.30.24
PROJECT #	272	
PROJECT:	Gran	d Landings 5-6 Phase 1
LOCATION:	Palm	Coast, FL
		OFFICE USE ONLY

	Amount of original agreement	<u>\$ 5,675,400.57</u>	
a)	Net Change Orders #1 thru #	\$ 11,094.80	
b)		\$ 5,686,495.37	
c)	Revised agreement amount (a+b)	\$ 4,370,634.67	
d)	Work completed to date	\$ 0.00	
e}	Value of stored materiala	\$ 0.00 \$ 4,370,634.67	
ŋ	Total completed & stored to date (d+e)	s 3,842,289.05	
g)	Less previous applications (line I from		
h)	Current application (I-g)	\$ <u>528,345.62</u>	
i}	Less 5 % ratainage (h*%)	\$ <u>26,417.28</u>	
j}	Less other deductions (State if applications		
k)	Net amount this request (h-i-j)	\$ 501,928.34	
Ŋ	Balance to complete agreement (c-f)	\$ 1,315,860.70	
m)	Job-To-Date Retainage Held	<u>\$</u> 218,531.73	

CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN

The undersigned subcontractor acknowledges that there are no additional costs or claims for any extras	This agreen
or additions for labor or material on the described real estate performed to date, except as authorized by	due and owi
signed Change Orders which are included on line "b" below and further certifies that all work performed or	being perfor
materials installed are in accordance with the approved plens and specifications on the agreement.	is given in a
The undersigned cartifies that all laborers and materialmen with regard to the job have been fully paid	subcontracto
and that none of such laborers and materialmen have any claims, demands or claims of lien against said	hereof and i
premises, and the undersigned subcontractor does hereby agree to indemnify and hold harmless	JTL Grand L
JTL Grend Lendings, Development, LLC against any loss or damage, including a reasonable attorney's fee, which it	
may sustain by reason of placing or filing of liens against said real estate by subcontractor's laborers or	
materialmen for amounts due them for services performed to date.	

This egreement constitutes a partial release of tien to the extent of all monies tue and owing, including the cost of additional labor and material for work seing performed without a signed Change Order up to date hereof, and further s given in accordance with Governing Mechanics Lien Law and the undersigned subcontractor certifies that he has paid all laborers and materialment to five date versof and this sgreament constituties a sworn affdavit indusing ITL Grand Landings, Development, LLC to make the payment requested.

materialmen for amounts due them for services performed to date.	SIGNATURE MUST BE NOTARIZED OR WITNEBSED BY TWO PERSONS.
Witness the hand and seal of the undersigned this day of Aug	.20 24
Pipeline Constructors, Inc.	By: Mainey Best, Am Project Manager
Name of Company	Signature 904-964-2019
2117 N. Temple Ave Starke, FL 32091	904-504-2013 Pilone
2 Ouiress	
Before me, the undersigned authority, personally appeared Marney Best	who, by me being first duly sworn, did acknowledge that
	as the authority to execute this document and that the facts
stated therein are true.	
	a Expires: 3/26/25
STATE OF Florida COUNTY OF Bradford	omagon Some Floats (MIG)715 Hel Pitty fam.

CHECK DELIVERY (CIRCLE ONE) * DELIVER TO JOB SITE * REGULAR MAIL * OVERNIGHT-FEDEXUPS #_

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 501,928.34 hereby waives and releases its lien and right to claim a lien for labor, services or materials

furnished through 7.30.24 to JTL Grand Landings, Davelopment, LLC on the job of Grand Landings 5-6 Phase 1, to the following described property:

Job Name: Grand Landings 5-6 Phase 1 Job Address: City, State, Zip: <u>Palm Coast, FL</u>

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on August 8 , 2024 .

Pipeline	Constructors, Inc.	
	(Subcontractor's Name)	
By: M	nainey Best, Pm	

Printed Name Marney Best, PM

STATE OF FLORIDA COUNTY OF Bradford

	regoing instrument was acknow 2024 by Marney Be	ledged before st as	me	this Proje	8th ect Manager	day
of <u>Aug</u> of	,,	vho is:				
~	(Subcontractor's Name) Personally known Produced Identification					
Type of	Identification Produced	NOTARY PL My Commiss		C	мож_ 8_ 3/26/25	

This is a statutory form prescribed by Section 713.20, Florida Statutes (2001).

IOB NAME Grand Landings Phase 5-6 Ph 1. Schedule of Values Through Change Order #1.											Date: 7.25.2024 Thru Date: 7.30.2024	L.	
Description of Work	Sche	duled Value		n Previous plication		his Period Complete	Material Stored	Tota	I Completed to Date	%	Balance to Finish	R	tetainage
					PP/E	Frosion Contro	d .						
Mobilization	\$	25,000.00	\$	17,500.00		1,250.00		\$	18,750.00	75%	\$ 6,250.00	\$	937.50
Silt Fence	\$	24,088.35	\$	19,270.68	\$	1,204.42		\$	20,475.10	85%	\$ 3,613.25	\$	1,023.75
Erosion Control	\$	22,000.00	\$	17,600.00	\$	1,100.00		\$	18,700.00	85%		-	935.00
NOI	\$	3,500.00	\$	2,800.00	\$	175.00		\$	2,975.00	85%	\$ 525.00	\$	148.75
NPDES	\$	9,800.00	\$	7,840.00	\$	490.00		\$	8,330.00	85%	\$ 1,470.00	\$	416.50
Construction Entrance	\$	14,000.00	\$	7,000.00	\$			\$	7,000.00		\$ 7,000.00	\$	350.00
General Conditions	\$	182,687.00	\$	146,149.60	\$	9,134.35		\$	155,283.95	85%	\$ 27,403.05	\$	7,764.20
Total Mobilization/SWPPP/Erosion Control	\$	281,075.35	\$	218,160.28	\$	13,353.77	\$ -	\$	231,514.05		\$ 49,561.30	\$	11,575.70
				Earti	hwor	k							
Finish Grade	\$	60,000.00	\$		Ş	-		\$	-	0%	\$ 60,000.00		•
Testing	\$	12,400.00	\$	3,720.00	\$	2,480.00		\$	6,200.00	50%	\$ 6,200.00	\$	310.00
Grading Asbuilts	\$	13,500.00	\$	-	\$			\$	6	0%	\$ 13,500.00	\$	
Total Seeding / Sodding	\$	85,900.00	\$	3,720.00	\$	2,480.00	\$ -	\$	6,200.00		\$ 79,700.00	\$	310.00
				Roa	dway	Y							
Stabilization	\$	186,343.60	\$	-	\$	186,343.60		\$	186,343.60	100%	\$ -	\$	9,317.18
Asphalt Base	\$	203,550.00	\$	-	\$	122,130.00		\$	122,130.00	60%	\$ 81,420.00	\$	6,106.50
Base Finishing	\$	106,535.00	\$	-	\$			\$	-	0%	\$ 105,535.00	\$	-
Asphalt Paving Site	\$	269,533.55	\$	-	\$	-		\$	-	0%	\$ 269,533.55	\$	-
Asphalt Paving Entrance	\$	11,899.80	\$	-	\$	- 1	1	\$	-	0%	\$ 11,899.80	\$	
Prime	\$	16,226.10	\$	-	\$	-		\$		0%	\$ 16,226.10	\$	-
Pavement Marking/Signage	\$	20,130.00	\$	-	\$			\$	-	0%	\$ 20,130.00	\$	
Fire Access	\$	12,724.80	\$	-	\$	-		\$	-	0%	\$ 12,724.80	\$	-
Conservation Signs	\$	1,210.00	\$	-	\$			\$	-	0%	\$ 1,210.00	\$	-
Sidewalk	Ş	35,823.60	\$		\$	-		\$	-	0%	\$ 35,823.60	\$	-
ADA Mats	\$	14,475.00	\$	-	\$	-		\$	-	0%	\$ 14,475.00	\$	-
Curbs Miami	Ś	186,788.79	\$	186,788.79	\$	-		\$	186,788.79	100%	\$ -	\$	9,339.4
Curbs City Standard	\$	5,925.00	\$		\$	-		\$	£	0%	\$ 5,925.00	\$	-
Type "C"	\$	8,250.00	\$		\$	-		\$	-	0%	\$ 8,250.00	\$	
Paving Asbuilts	\$	9,600.00	\$		\$	-		\$		0%	\$ 9,600.00	\$	
Total Roadway	\$	1,089,015.24	\$	186,788.79	\$	308,473.60	\$ -	\$	495,262.39		\$ 593,752.85	\$	24,763.12
				Seeding	/ So	dding			1				
Sod Swale/Ditches/Slopes	\$	19,161.45			\$			\$	-	0%	\$ 19,161.45	\$	-
Sod Pond	\$	69,997.95			\$	-		\$	-	0%		_	-
Sod B.O.C.	\$	7,929.63			\$			\$	-	0%	\$ 7,929.63	\$	-
Seeding ROW	\$	11,253.00			\$	-		\$	-	0%	\$ 11,253.00	\$	-
Sod Open Spaces/Parks	\$	26,591.40			\$	-		\$	-	0%	\$ 26,591.40	\$	-
Seed Open Spaces	\$	5,989.50			\$	•		\$	-	0%	\$ 5,989.50	\$	-
Lot Seeding	\$	99,825.00			\$			\$	-	0%	\$ 99,825.00	\$	-
Total Seeding / Sodding	\$	240,747.93	i e		\$	_	\$ -	Ś	-		\$ 240,747.93	Ś	

Pipeline Constructors, Inc. JOB NAME Grand Landings Phase 5-6 Ph 1 Schedule of Values Through Change Order #1

Thru Date: 7.30.2024

				Storm	n Dra	sin		_					
C Inlet	\$	5,560.30	\$	5,560.30	\$	-		\$	5,560.30	100%	\$ -	\$	278.02
Curb Inlet	\$	88,102.20	\$	88,102.20	\$	-		\$	88,102.20	100%	\$ -	\$	4,405.11
Double Curb Inlet	\$	69,776.45	\$	69,776.45	\$	-		\$	69,776.45	100%	\$ -	\$	3,488.82
E Inlet	\$	5,084.40	\$	5,084.40	\$	-		\$	5,084.40	100%	\$ -	\$	254.22
H Inlet	\$	12,253.95	\$	12,253.95	\$	-		\$	12,253.95	100%	\$ -	\$	612.70
Manhole	\$	33,713.90	\$	33,713.90	\$	-		\$	33,713.90	100%	\$	\$	1,685.70
Yard Drain	\$	6,471.00	\$	6,471.00	\$	-		\$	6,471.00	100%	\$ -	\$	323.55
18" MES	\$	3,995.70	\$	3,995.70	\$	-		\$	3,995.70	100%	\$ -	\$	199.79
24" MES	\$	11,096.10	\$	11,096.10	\$	-		\$	11,096.10	100%	\$-	\$	554.81
30" MES	\$	14,773.20	\$	14,773.20	\$	-		\$	14,773.20	100%	\$ -	\$	738.66
36" MES	\$	6,108.70	\$	6,108.70	\$	-		\$	6,108.70	100%	\$ -	\$	305.44
34x53 MES	\$	12,614.00	\$	12,614.00	\$	-		\$	12,614.00	100%	\$ -	\$	630.70
Curb Inlet Grade Rings	\$	19,461.00	\$	9,730.50	\$	9,730.50		\$	19,461.00	100%	\$ -	\$	973.05
Manhole Grade Rings	\$	3,042.00	\$	1,521.00	\$	-		\$	1,521.00	50%	\$ 1,521.00	\$	76.05
18" RCP	\$	8,596.80	\$	8,596.80	\$	-		\$	8,596.80	100%	\$ -	\$	429.84
18" HP	\$	52,589.89	\$	52,589.89	\$	-		\$	52,589.89	100%	\$ -	\$	2,629.49
24" RCP	\$	27,435.20	\$	27,435.20	\$			\$	27,435.20	100%	\$ -	\$	1,371.76
24" HP	\$	142,252.94	\$	142,252.94	\$	-		\$	142,252.94	100%	\$ -	\$	7,112.65
30" HP	\$	88,571.44	\$	88,571.44	\$	-		\$	88,571.44	100%	\$-	\$	4,428.57
34X53 ERCP	\$	60,899.40	\$	60,899.40	\$	-		\$	60,899.40	100%	\$.	\$	3,044.97
12" HP	\$	1,113.82	\$	1,113.82	\$	•		\$	1,113.82	100%	\$ -	\$	55.69
18" Inlate Drain w/grate	\$	1,773.50	\$	1,773.50	\$	•		\$	1,773.50	100%	\$ -	\$	88.68
18" Nyloplast Drain Basin 5"	\$	2,969.95	\$	2,969.95	\$	-		\$	2,969.95	100%	\$ -	\$	148.50
18" Nyloplast Drain Basin 3"	\$	2,934.30	\$	2,934.30	Ş	-		\$	2,934.30	100%	\$ -	\$	146.72
Underdrain Stub Outs @ Inlet	\$	17,570.00	\$	17,570.00	\$	-		\$	17,570.00	100%	\$ -	\$	878.50
Storm Pipe Certification	\$	35,117.40	\$		\$	17,558.70		\$	17,558.70	50%	\$ 17,558.70	\$	877.94
Dewater	\$	91,020.80	\$	91,020.80	\$	-		\$	91,020.80	100%	\$	\$	4,551.04
Layout	\$	15,950.00	\$	15,950.00	\$	-		\$	15,950.00	100%	s -	\$	797.50
Asbuilts	\$	17,400.00	\$		\$	-		\$	-	0%	\$ 17,400.00	\$	•
CM #2 - Added Yard Drain & 18" HP Pipe (1204B)	\$	11,386.74	\$	11,386.74	\$	-		\$	11,386.74	100%	\$ -	\$	569.34
Total Storm Drain	\$	869,635.08	\$	805,866.18	\$	27,289.20	\$ -	\$	833,155.38	1	\$ 36,479.70	\$	41,657.77
				Sanita	ary Se	ewer							
Manhole	\$	179,718.85	\$	179,718.85	\$	~	1	\$	179,718.85	100%	\$ -	\$	8,985.94
Manhole "Drop"	\$	10,559.70	\$	10,559.70	\$	-		\$	10,559.70	100%	\$ -	\$	527.99
Manhole "Lined"	\$	27,730.80	\$	27,730.80	\$	-		\$	27,730.80	100%	\$ -	\$	1,386.54
Grade Rings	\$	15,085.25	\$	7,543.13	\$			\$	7,543.13	50%	\$ 7,543.13	\$	377.16
8º PVC	\$	286,482.15	\$	286,482.15	_	-		\$	286,482.15	100%	\$ -	\$	14,324.11
Services	\$	285,696.00	+	285,696.00	_	-		\$	285,696.00	100%	\$ -	\$	14,284.80
Outside Drop @ Manhole	\$	1,228.40	_	1,228.40		-		\$	1,228.40	100%	\$.	\$	61.42
Dewater	\$	136,080.00		136,080.00		-		\$	136,080.00	100%	\$ -	\$	6,804.00
TV	s	54,602.10	5	_	\$	27,301.05	-	\$	27,301.05	50%	\$ 27,301.05	S	1,365.05

Pipeline Constructors, Inc.											Billing No. 272-05		
OB NAME Grand Landings Phase 5-6 Ph 1											Date: 7.25.2024		
Schedule of Values Through Change Orde											Thru Date: 7.30.2024		274.24
ayout	\$	7,425.00		7,425.00		-	1 	\$	7,425.00	100%		\$	371.25
Asbuilts	\$	9,450.00	\$		\$	· · ·		\$		0%		\$	-
Total Sanitary Sewer	\$	1,014,059.25	\$	942,464.03	_		\$	- \$	969,765.08		\$ 44,294.18	\$	48,488.2
					Main								
5" DR 18	\$	64,371.00	\$	57,933.90		-		\$	57,933.90	90%			2,896.70
5" Misc Fittings	\$	23,315.55	\$		\$	-		\$	20,750.84	89%		\$	1,037.54
6" Plug Valve Assembly	\$	1,641.90	\$	1,034.40		•		\$	1,034.40	63%		\$	51.72
Air Release Valves	\$	9,502.50	\$	4,941.30				\$	4,941.30	52%		\$	247.07
Air Release Vault	\$	41,462.85	\$	35,658.05	\$	•		\$	35,658.05	86%	\$ 5,804.80	\$	1,782.90
Restraints/Wire	\$	4,261.30	\$	3,835.17	\$			\$	3,835.17	90%		\$	191.76
РТ	\$	4,200.00	\$		\$	-		\$		0%		\$	
Layout	\$	3,100.00	\$	3,100.00	\$	-		\$	3,100.00	100%		\$	155.0
Wire Testing	\$	6,192.00	\$		\$	6,192.00		\$	6,192.00	100%	.\$ -	\$	309.60
Asbuilts	\$	4,200.00	\$	9	\$			\$		0%	And and a second s	\$	
Total Force Main / Lift Station	\$	162,247.10	\$	127,253.66	\$	6,192.00	\$	- \$	133,445.66		\$ 28,801.44	\$	6,672.28
					itation	I							
Wet Well (22-24)	\$	81,898.20	\$	81,898.20	\$	(ä)		\$	81,898.20	100%		\$	4,094.9
Lift Station P.B.M.	\$	264,000.00	\$	÷	\$	95,040.00		\$	95,040.00	36%	\$ 168,960.00	\$	4,752,0
Dewater	\$	17,500.00	\$	17,500.00	\$	-		\$	17,500.00	100%	\$ -	\$	875.0
Survey	\$	3,500.00	\$	3,500.00	\$			\$	3,500.00	100%	\$ -	\$	175.0
Start Up	\$	3,500.00	\$	-	\$			\$	-**	0%	\$ 3,500.00	\$	
Total Lift Station	\$	370,398.20	\$	102,898.20	\$	95,040.00	\$	- \$	197,938.20		\$ 172,460.00	\$	9,896.93
				W	ater								
8" DR 18	\$	219,712.48	\$	219,712.48	\$			\$	219,712.48	100%	\$ -	\$	10,985.6
6" DR 18	\$	2,495.00	\$	2,495.00	\$	-		\$	2,495.00	100%	\$ -	\$	124.7
4" DR 18	\$	2,756.52	Ś	2,756.52	Ś			\$	2,756.52	100%	s -	\$	137.8
16x8 Wet Tapp	\$	14,088.35	\$	14,088.35	\$	-		\$	14,088.35	100%	\$	\$	704.4
Single Service	\$	79,362.00	\$	79,362.00	\$	-		\$	79,362.00	100%	\$ -	\$	3,968.1
Long Single Service	\$	106,316.82	\$	106,316.82	\$	-		\$	106,316.82	100%	\$ -	\$	5,315.8
Lift Station Service	\$	2,019.80	\$	2,019.80	Ś			\$	2,019.80	100%	s -	\$	100.9
8" Gate Valve	\$	45,202.40	\$	45,202.40	\$			\$	45,202.40	100%	s -	\$	2,260.1
6" Gate Valve	\$	19,570.00	\$	19,570.00	\$			\$	19,570.00	+		\$	978.5
Fire Hydrant	s	40,684.00	\$	40,684.00	\$	-		\$	40,684.00			\$	2,034.2
Flushing Hydrant	\$	9,531,30	-	9,531.30	\$	-	-	\$	9,531.30			\$	476.5
8" Misc Fittings	s	52,422.75	S	52,422.75	Ś		+	\$	52,422.75			Ś	2,621.1
6" Misc Fittings	S	1,101.50	-	1,101.50	Ś		1	\$	1,101.50	+		\$	55.0
4" Misc Fittings	\$	285.15	+	285.15	+		+	\$		100%		\$	14.2
Restraints/Wire	\$	35,857.10	_	35,857.10				\$	35,857.10			\$	1,792.8
PT/BT	> \$	6,800.00		3,400.00				\$	3,400.00				1,792.0
Layout	> \$	4,740.00		4,740.00				\$	4,740.00			\$	237.0
				4,740.00		-						+	
Wire Testing	\$	20,376.00		**	\$	20,376.00		\$	20,376.00			\$	1,018.8
Asbuilts	\$	6,550.00	15	-	\$			\$	-	0%	\$ 6,550.00	\$	-

JOB NAME Grand Landings Phase 5-6 P Schedule of Values Through Change Or									Thru Date: 7.30.2024	4	
Total Water	\$ 669,871.	17 \$	639,545.17	\$ 20,376.00	\$	- \$	659,921.17		\$ 9,950.00	-	32,996.06
		_		Water							
Remove Existing	\$ 39,790.	00 \$	19,895.00	\$ -		\$	19,895.00	50%	\$ 19,895.00	\$	994.75
10" DR18	\$ 78,711.	36 \$	78,711.36	\$ -		\$		100%	\$ -	\$	3,935.57
10" Gate Valve	\$ 9,420.	45 \$		And and a second se		\$	9,420.45	100%	s -	\$	471.02
10" Misc Fittings	\$ 12,780.	75 \$	12,780.75	\$ -		\$	12,780.75	100%	\$	\$	639.04
Restraints/Wire	\$ 1,101.	50 \$	1,101.50	\$ -		\$	1,101.50	100%	\$ -	\$	55.08
РТ/ВТ	\$ 3,500.	00 \$	1,750.00	\$-		\$	1,750.00	50%	\$ 1,750.00	\$	87.50
Layout	\$ 950.	00 \$	950.00	\$		\$	950.00	100%	\$ -	\$	47.50
Wire Testing	\$ 3,744	00 \$	3,744.00	\$		ş	3,744.00	100%	\$ -	\$	187.20
Asbuilts	\$ 1,400	00 \$	1,400.00	\$ -		\$	1,400.00	100%	\$ -	\$	70.00
Total Raw Water	\$ 151,398.	06 \$	129,753.06	\$ -	\$	- !	129,753.06		\$ 21,645.00	\$	6,487.6
			ReUs	e Water							
8" DR 18	\$ 302,480	88 \$	287,356.84	\$ -		\$	287,356.84	95%	\$ 15,124.04	\$	14,367.84
6" DR 18	\$ 7,485	00 \$	7,485.00	\$ -		5	7,485.00	100%	\$	\$	374.2
4" DR 18	\$ 2,143	96 \$	2,143.96	\$ -			2,143.96	100%	\$ -	\$	107.2
Single Service	\$ 70,820	00 5	\$ 70,820.00	\$ -	1		70,820.00	100%	\$ -	\$	3,541.0
Long Single Service	\$ 118,760	.00 \$	\$ 118,760.00	\$ -			118,760.00	100%	\$ -	\$	5,938.0
8" Gate Valve	\$ 76,279	.05	\$ 72,465.10	\$ -			72,465.10	95%	\$ 3,813.95	\$	3,623.2
Flushing Hydrant	\$ 14,317	.65	\$ 14,317.65	\$ -			14,317.65	100%	\$-	\$	715.8
Air Release Valves	\$ 7,109	.20 \$	\$ 4,549.89	\$		1	4,549.89	64%	\$ 2,559.31	\$	227.4
8" Misc Fittings	\$ 61,113	.05	\$ 58,057.40	\$ -		:	58,057.40	95%	\$ 3,055.65	\$	2,902.8
6" Misc Fittings	\$ 870	.90 3	\$ 870.90	\$ -			870.90	100%	\$ -	\$	43.5
4" Misc Fittings	\$ 571	.45	\$ 571.45	\$ -			571.45	100%	\$ -	\$	28.5
Restraints/Wire	\$ 43,006	.85	\$ 40,856.51	\$ -	1		40,856.51	95%	\$ 2,150.34	\$	2,042.8
РТ	\$ 6,800	.00 3	\$ 3,400.00	\$ -			3,400.00	50%	\$ 3,400.00	\$	170.0
Layout	\$ 4,650	.00 :	\$ 4,185.00	\$ -			4,185.00	90%	\$ 465.00	\$	209.2
Wire Testing	\$ 27,840	.00	\$	\$ 27,840.00	i l		27,840.00	100%	\$ -	\$	1,392.0
Asbuilts	\$ 7,900	_	\$	\$;		\$ 7,900.00	\$	
Total ReUse Water	\$ 752,147	.99	\$ 685,839.69	\$ 27,840.00	\$		5 713,679.69		\$ 38,468.30	\$	35,683.9
Total Ali Scope of Work	\$ 5,686,495		\$ 3,842,289.05				4,370,634.67		\$ 1,315,860.70	-	218,531.7

Billing No. 272-05

Pipeline Constructors, Inc.

${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 9, 2024

Board of Supervisors Landings Community Development District 219 East Livingston Street Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Landings Community Development District, Flagler County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Landings Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from your about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your representatives will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,600 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all outof-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Landings Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Landings Community Development District.

Ву: _____

Title:

Date: _____



FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs



Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION VI

SECTION C

SECTION 1

Community Development District

Unaudited Financial Reporting

August 31, 2024





Table of Contents

1	Balance Sheet
2	General Fund
3	Debt Service Series 2024
4	Capital Projects Fund
5	Month to Month
6	Long Term Debt

Landings Community Development District Combined Balance Sheet

August 31, 2024

	General Fund		S	Debt Co Service 2024		Capital Projects Fund		Totals rnmental Funds
Assets:								
<u>Cash:</u>								
Operating Account	\$	13,207	\$	-	\$	-	\$	13,207
Due from Developer	\$	7,689	\$	-	\$	-	\$	7,689
Due from General Fund	\$	-	\$	-	\$	-	\$	-
Prepaid Expenses	\$	-	\$	-	\$	-	\$	-
Investments:								
Reserve	\$	-	\$	490,975	\$	-	\$	490,975
Revenue	\$	-	\$	2,747	\$	-	\$	2,747
Interest	\$	-	\$	531,850	\$	-	\$	531,850
Acquisition & Construction	\$	-	\$	-	\$	1,564,653	\$	1,564,653
Cost of Issuance	\$	-	\$	-	\$	15,338	\$	15,338
Total Assets	\$	20,896	\$	1,025,571	\$	1,579,991	\$	2,626,459
Liabilities:								
Accounts Payable	\$	14,305	\$	-	\$	-	\$	14,305
Contracts Payable	\$	-	\$	-	\$	-	\$	-
Due to Capital	\$	-	\$	-	\$	-	\$	-
FICA Payable	\$	153	\$	-	\$	-	\$	153
Total Liabilites	\$	14,458			\$	-	\$	14,458
Fund Balance:								
Unassigned	\$	6,439	\$	-	\$	-	\$	6,439
Restricted for Debt Service	\$	-	\$	1,025,571	\$	-	\$	1,025,571
Restricted for Capital Projects	\$	-	\$	-	\$	1,579,991	\$	1,579,991
Total Fund Balances	\$	6,439	\$	1,025,571	\$	1,579,991	\$	2,612,001
Total Liabilities & Fund Balance	\$	20,896	\$	1,025,571	\$	1,579,991	\$	2,626,459

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 08/31/24	Thru	ı 08/31/24	I	/ariance
Revenues:							
Developer Contributions	\$ 135,898	\$	53,895	\$	53,895	\$	-
Boundary Amendment Contributions	\$ -	\$	-	\$	12,501	\$	12,501
Total Revenues	\$ 135,898	\$	53,895	\$	66,396	\$	12,501
Expenditures:							
<u>General & Administrative:</u>							
Supervisor Fees	\$ 12,000	\$	11,000	\$	3,400	\$	7,600
FICA Expenses	\$ 918	\$	842	\$	260	\$	581
Engineering	\$ 15,000	\$	13,750	\$	1,559	\$	12,192
Attorney	\$ 25,000	\$	22,917	\$	2,794	\$	20,123
Annual Audit	\$ 4,000	\$	3,000	\$	3,000	\$	-
Assessment Administration	\$ 5,000	\$	4,583	\$	-	\$	4,583
Arbitrage	\$ 450	\$	413	\$	-	\$	413
Dissemination	\$ 5,000	\$	4,583	\$	-	\$	4,583
Trustee Fees	\$ 4,020	\$	3,685	\$	-	\$	3,685
Management Fees	\$ 40,000	\$	36,667	\$	33,333	\$	3,333
Information Technology	\$ 1,800	\$	1,650	\$	1,500	\$	150
Website Maintenance	\$ 1,200	\$	1,100	\$	1,000	\$	100
Telephone	\$ 300	\$	275	\$	-	\$	275
Postage & Delivery	\$ 1,000	\$	917	\$	794	\$	123
Insurance	\$ 5,750	\$	5,750	\$	5,200	\$	550
Copies	\$ 500	\$	458	\$	1,340	\$	(881)
Legal Advertising	\$ 10,000	\$	9,167	\$	936	\$	8,231
Contingencies	\$ 2,500	\$	2,292	\$	434	\$	1,857
Boundary Amendment Expense	\$ -	\$	-	\$	12,501	\$	(12,501)
Office Supplies	\$ 625	\$	573	\$	61	\$	511
Travel Per Diem	\$ 660	\$	605	\$	-	\$	605
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total Expenditures	\$ 135,898	\$	124,400	\$	68,287	\$	56,113
Excess (Deficiency) of Revenues over Expenditures	\$ -			\$	(1,891)		
Fund Balance - Beginning	\$ -			\$	8,330		
Fund Balance - Ending	\$ -			\$	6,439		

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Ado	pted	Prorate	ed Budget		Actual	
	Bu	dget	Thru C	8/31/24	Th	ru 08/31/24	Variance
Revenues:							
Interest	\$	-	\$	-	\$	5,281	\$ 5,281
Total Revenues	\$	-	\$	-		\$5,281	\$ 5,281
Expenditures:							
Interfund Transfer Out	\$	-	\$	-	\$	2,534	\$ (2,534)
Series 2024							
Interest Expense 11/1	\$	-	\$	-	\$	-	\$ -
Principal Expense 5/1	\$	-	\$	-	\$	-	\$ -
Interest Expense 5/1	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	-	\$	-	\$	2,534	\$ (2,534)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	2,747	
Other Financing Sources/(Uses):							
Bond Proceeds	\$	-	\$	-	\$	1,022,825	\$ 1,022,825
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	1,022,825	\$ 1,022,825
Net Change in Fund Balance	\$	-			\$	1,025,571	
Fund Balance - Beginning	\$	-			\$	-	
Fund Balance - Ending	\$	-			\$	1,025,571	

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adoj	pted	Prorat	ed Budget		Actual	
	Bud	lget	Thru (08/31/24	Th	ru 08/31/24	Variance
Revenues:							
Transfer In	\$	-	\$	-	\$	2,534.12	\$ 2,534
Interest	\$	-	\$	-	\$	26,024	\$ 26,024
Total Revenues	\$	-	\$	-		\$28,558	\$ 28,558
Expenditures:							
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	378,192	\$ (378,192)
Capital Outlay	\$	-	\$	-	\$	4,073,527	\$ (4,073,527)
Total Expenditures	\$	-	\$	-	\$	4,451,719	\$ (4,451,719)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(4,423,161)	
Other Financing Sources/(Uses):							
Developer Advances	\$	-	\$	-	\$	5,977	\$ 5,977
Bond Proceeds	\$	-	\$	-	\$	5,997,175	\$ 5,997,175
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	6,003,152	\$ 6,003,152
Net Change in Fund Balance	\$	-			\$	1,579,991	
Fund Balance - Beginning	\$	-			\$	-	
Fund Balance - Ending	\$	-			\$	1,579,991	

		Landing	S		
		ity Developm Month to Mon			
D	I	r-1-	Manak	A	Marr

	Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 8,962 \$	3,586 \$	3,585 \$	- \$	6,988 \$	- \$	15,929 \$	- \$	- \$	- \$	14,845 \$	- \$	53,895
Boundary Amendment Contributions	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	12,042 \$	- \$	- \$	460 \$	- \$	12,501
Total Revenues	\$ 8,962 \$	3,586 \$	3,585 \$	- \$	6,988 \$	- \$	15,929 \$	12,042 \$	- \$	- \$	15,305 \$	- \$	66,396
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	1,200 \$	- \$	600 \$	600 \$	600 \$	400 \$	- \$	- \$	3,400
FICA Expense	\$ - \$	- \$	- \$	- \$	92 \$	- \$	46 \$	46 \$	46 \$	31 \$	- \$	- \$	260
Engineering	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,559 \$	- \$	- \$	- \$	1,559
Attorney	\$ - \$	652 \$	- \$	- \$	504 \$	882 \$	420 \$	336 \$	- \$	- \$	- \$	- \$	2,794
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,000 \$	- \$	- \$	- \$	3,000
Assessment Administration	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	- \$	- \$	33,333
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	1,500
Website Maintenance	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	1,000
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage & Delivery	\$ - \$	3 \$	1 \$	22 \$	175 \$	21 \$	165 \$	196 \$	208 \$	3 \$	- \$	- \$	794
Insurance	\$ 5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Copies	\$ - \$	- \$	- \$	91 \$	- \$	40 \$	855 \$	168 \$	- \$	186 \$	- \$	- \$	1,340
Legal Advertising	\$ - \$	- \$	272 \$	- \$	330 \$	335 \$	- \$	- \$	- \$	- \$	- \$	- \$	936
Contingencies	\$ 38 \$	38 \$	38 \$	38 \$	40 \$	40 \$	40 \$	40 \$	41 \$	40 \$	40 \$	- \$	434
Boundary Amendment Expense	\$ 460 \$	- \$	9,487 \$	887 \$	1,668 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,501
Office Supplies	\$ 0 \$	0 \$	- \$	20 \$	0 \$	0 \$	20 \$	0 \$	0 \$	20 \$	- \$	- \$	61
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total Expenditures	\$ 9,456 \$	4,276 \$	13,381 \$	4,642 \$	7,593 \$	4,901 \$	5,730 \$	4,969 \$	9,036 \$	4,264 \$	40 \$	- \$	68,287
Excess (Deficiency) of Revenues over Expenditures	\$ (495) \$	(690) \$	(9,797) \$	(4,642) \$	(604) \$	(4,901) \$	10,199 \$	7,072 \$	(9,036) \$	(4,264) \$	15,265 \$	- \$	(1,891)

Deer Run

Community Development District

Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds						
Interest Rate:	5.0%, 5.80%					
Maturity Date:	5/1/2055					
Reserve Fund Definition	Maximum Annual Debt Service					
Reserve Fund Requirement	\$490,975					
Reserve Fund Balance	\$490,975					
Bonds Outstanding - 06/26/24		\$7,020,000				
Current Bonds Outstanding		\$7,020,000				

SECTION 2

Landings Community Development District

Funding Request #17A August 1, 2024

	775248		General Fund		Capital Proj
<u>est@</u>	westinterests.com				
	Payee		FY2024		FY20
1	Chiumento Law, PLLC				
-	Invoice # 17696 CDD Expansion September 2023			\$	459.5
	Invoice # 19592 - General Counsel April 2024	\$	204.54	•	
	Invoice # 19882 - General Counsel May 2024	\$	163.63		
2	England-Thims & Miller				
	Invoice # 214890 - General Engineering Services June 2024	\$	758.99		
3	GMS-Central Florida, LLC				
	Invoice # 22- Management Fees - May 2024	\$	1,922.14		
	Invoice # 24- Management Fees - June 2024	\$	1,846.26		
	Invoice # 25- Management Fees - July 2024	\$	1,847.12		
4	Supervisor Fees - 06/21/24 Meeting				
	Jeffrey Douglas	\$	97.40		
	Toby Tobin	\$ \$	97.40		
	Greg Eckley	\$	97.40		
	Supervisor Fees - 07/19/24 Meeting				
	Toby Tobin	\$	97.40		
	Greg Eckley	\$	97.40		
		\$	7,229.68	\$	459.5

Please make check payable to:

Landings

Community Development District 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822



Bill to:

Landings CDD -219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

Boundary expansion

INVOICE

To September 30, 2023

Invoice Date	October 16, 2023
Invoice Number	17696
Due Date	Due Upon Receipt

Account Summary

Previous Balance	\$2,022.00
Payments Received	\$0.00
Outstanding Balance	\$2,022.00
Current Invoice	\$459.50
Total Due	\$2,481.50
Pay Online Click the link or scan the code	
	Payments Received Outstanding Balance Current Invoice Total Due Pay Online

Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/5A3F5F6

Payment Transactions

Date	Туре	Invoice #	Description	Amount
No payment	rs have been made o	n this account.	2	

Fee Detail

Date		Description	Hours	Rate	Total
9/6/2023	СМ	Coordinate conference between parties to discuss floating bonds.	0.30	\$145.00/hr	\$43.50
9/13/2023	VLS	Meeting with District manager, MBS, and Chairman of Board of Supervisors re: bond issuance and boundary expansion of District.	1.30	\$320.00/hr	\$416.00
		Hours Total	1.60	Fee Total	\$459.50
Expense De	tail				
Date		Description	Quantity	Rate	Total
	have been cha	Description rged for this invoice.	Quantity	Rate	Total
	have been cha		Quantity	Rate Expenses Total	Total \$0.00
	have been cha		Quantity Fees		
	have been cha				\$0.00
	have been cha		Fees	Expenses Total	\$0.00 \$459.50
	have been cha		Fees Expense	Expenses Total	\$0.00 \$459.50 \$0.00

Timekeeper Summary

ł

Timekeeper	Hours
Caroline Mcneil	0.30
Vincent Sullivan	1.30
	Total Hours 1.60



Bill to:

Landings CDD 219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To April 30, 2024

Invoice Date	May 21, 2024
Invoice Number	19592
Due Date	Due Upon Receipt

Account Summary

Previous Balance Payments Received Outstanding Balance Current Invoice	\$2,497.50 \$0.00 \$2,497.50 \$420.00
Total Due	\$2,917.50
Pay Online Click the link or scan the code with your device to pay online.	
https://firmcentral.westlaw.com/	pay/3541XFK

Payment Transactions

Date	Туре	Invoice #	Description	 Amount
No payment	ts have been made o	on this account.		

Fee Detail

Date			Description		Hours	Rate	Tota
4/19/2024	MC	8	Prepared for and attended Board of Supervisors meeting.		1.00	\$420.00/hr	\$420.00
				Hours Total	1.00	Fee Total	\$420.00
Expense De	tail						
Date			Description		Quantity	Rate	Tota
No expenses h	ave been cl	harged.	for this invoice.				
						Expenses Total	\$0.00
					Fees		\$420.00
					Expense		\$0.00
					Current Du		\$420.00
					Outstanding	Balance	\$2,497.50
					Total Due		\$2,917.50
							+-,
Fimekeeper	Summar	y					

Michael Chiumento III	
Whender Chiumonto III	

1.00

Total Hours

1.00



Bill to:

Landings CDD –219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To May 31, 2024

Invoice Date	June 17, 2024
Invoice Number	19882
Due Date	Due Upon Receipt

Account Summary

Total Due	\$1,215.50
Current Invoice	\$336.00
Outstanding Balance	\$879.50
Payments Received	(\$2,038.00)
Previous Balance	\$2,917.50

Pay Online Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/C544Y8T

Payment Transactions

Date	Туре	Invoice #	Description	Amount
5/29/2024	Credit Card	19197	Check #36 052924.1CK	\$882.00
5/29/2024	Check	18922	Check #35 052924.1CK	\$504.00
5/29/2024	Check	18420	Check #31 052924.1CK	\$652.00

Fee Detail

Date		Description	Hours	Rate	Total
5/23/2024	МС	Received and reviewed correspondence regarding various issues; Prepared for Board of Supervisors meeting.	0.80	\$420.00/hr	\$336.00
		Hours Tot	al 0.80	Fee Total	\$336.00
Expense De	tail				
Date		Description	Quantity	Rate	Total
No expenses H	have been cha	rged for this invoice.			
				Expenses Total	\$0.00
			Fees		
					\$336.00
			Expense		\$336.00 \$0.00
			Expense Current D	ue	
					\$0.00

Timekeeper Summary

Timekeeper		Hours
Michael Chiumento III		0.80
	Total Hours	0.80

etminc.com | 904.642.8990

	Stacie Vanderbilt Landings Community Development District			July 09, 2024 Invoice No:	214890	
	Livingston Street lo, FL 32801			Total This Invoice	\$1,558.50	
Project	20338.03001	The Landings C	Services Work Authorization #1			
Professiona	Services rendered th	rough June 30, 2024				
Phase	01	General Consulting				
Labor						
			Hours	Rate	Amount	
	t Project Manager				005.05	
	terman, Sharlene	2/24/2024	1.75	163.00	285.25	
	terman, Sharlene	3/9/2024	.25	163.00	40.75	
•	I - Vice President	2/22/2024	1.00	200.00	200.00	
	ch, Daniel	3/23/2024	1.00	290.00	290.00 362.50	
	ch, Daniel	3/30/2024 6/22/2024	1.25 2.00	290.00 290.00	580.00	
wei	ch, Daniel Totals	0/22/2024	6.25	290.00	1,558.50	
	Total Labor		0.25		1,550.50	1,558.50
						1,550.50
Billing Limit		100.000	rent	Prior	To-Date	
Total Billings		1,55	8.50	0.00	1,558.50	
Limit					13,000.00	
Ren	naining				11,441.50	
				Total this Phase		\$1,558.50
— — — — — Phase	02	Reimbursable Expenses				
Billing Limit	s	Curr	rent	Prior	To-Date	
Expense			0.00	0.00	0.00	
Lim	Limit				250.00	
Rem	Remaining				250.00	
				Total this Phase		0.00
				Total This Inv	oice	\$1,558.50

Invoice

Invoice #: 22 Invoice Date: 5/1/24 Due Date: 5/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty	Rate	Amount
Aanagement Fees - May 2024		3,333.33	3,333.33
Vebsite Administration - May 2024		100.00	100.00
nformation Technology - May 2024		150.00	150.00
Office Supplies		0.09	0.09
Postage		195.93	195.93
Copies		167.55	167.55
	Total		\$3,946.90
	Payment	s/Credits	\$0.00
	Balance	D	\$3,946.90

Invoice

Invoice #: 24 Invoice Date: 6/1/24 Due Date: 6/1/24 Case: P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - June 2024 Website Administration - June 2024		3,333.33	3,333.3
Website Administration - June 2024		100.00	100.0
Information Technology - June 2024		150.00	150.0
Office Supplies		0.15	0.1
Postage		207.60	207.6
,			
	Total		\$3,791.08
	Payment	s/Credits	\$0.00
	Balance	Ουρ	\$3,791.08

Invoice

Invoice #: 25 Invoice Date: 7/1/24 Due Date: 7/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty R	ate	Amount
Management Fees - July 2024		3,333.33	3,333.33
Website Administration - July 2024		100.00	100.00
Information Technology - July 2024		150.00	150.00
Office Supplies		20.15	20.15
Postage		3.22	3.22
Copies		186.15	186.15
	Total		\$3,792.85
			, 16000000
	Payments/Cro	edits	\$0.00
	Balance Due		\$3,792.85

District Name:

Landings CDD

Board Meeting Date:

June 21, 2024

	Name	In Attendance Please V	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	~	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley	~	Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

6/21/24

****RETURN SIGNED DOCUMENT TO District Accountant****

District Name:

Landings CDD

Board Meeting Date:

July 19, 2024

	Name	In Attendance Please √	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	\checkmark	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley		Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

7/19/24

:

ÿ

****RETURN SIGNED DOCUMENT TO District Accountant ****

Landings Community Development District

Bill to:

KL Seminole Trace, LLC 105 NE. 1st Street Delray Beach, FL 33444

		General Fund	Capital Proje
	Payee	FY2024	FY202
1	Chiumento Law, PLLC		
	Invoice # 19592 - General Counsel April 2024	\$ 145.57	
	Invoice # 19882 - General Counsel May 2024	\$ 116.46	
2	England-Thims & Miller		
	Invoice # 214890 - General Engineering Services June 2024	\$ 540.18	
3	GMS-Central Florida, LLC		
	Invoice # 22- Management Fees - May 2024	\$ 1,368.00	
	Invoice # 24- Management Fees - June 2024	\$ 1,313.99	
	Invoice # 25- Management Fees - July 2024	\$ 1,314.60	
4	Supervisor Fees - 06/21/24 Meeting		
	Jeffrey Douglas	\$ 69.32	
	Toby Tobin	\$ 69.32	
	Greg Eckley	\$ 69.32	
	Supervisor Fees - 07/19/24 Meeting		
	Toby Tobin	\$ 69.32	
	Greg Eckley	\$ 69.32	
		\$ 5,145.39	\$
	Total:		\$ 5,145.3

Please make check payable to:

Landings

Community Development District 6200 Lee Vista Blvd, Suite 300

Orlando, FL 32822



Bill to:

Landings CDD 219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To April 30, 2024

Invoice Date	May 21, 2024
Invoice Number	19592
Due Date	Due Upon Receipt

Account Summary

Previous Balance Payments Received Outstanding Balance Current Invoice	\$2,497.50 \$0.00 \$2,497.50 \$420.00
Total Due	\$2,917.50
Pay Online Click the link or scan the code with your device to pay online.	
https://firmcentral.westlaw.com/	pay/3541XFK

Payment Transactions

Date	Туре	Invoice #	Description	 Amount
No payment	ts have been made o	on this account.		

Fee Detail

Date			Description		Hours	Rate	Tota
4/19/2024	MC	8	Prepared for and attended Board of Supervisors meeting.		1.00	\$420.00/hr	\$420.00
				Hours Total	1.00	Fee Total	\$420.00
Expense De	tail						
Date			Description		Quantity	Rate	Tota
No expenses h	ave been cl	harged.	for this invoice.				
						Expenses Total	\$0.00
					Fees		\$420.00
					Expense		\$0.00
					Current Du		\$420.00
					Outstanding	Balance	\$2,497.50
					Total Due		\$2,917.50
							+-,
Fimekeeper	Summar	y					

Michael Chiumento III	
Whender Chiumonto III	

1.00

Total Hours

1.00



Bill to:

Landings CDD –219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To May 31, 2024

Invoice Date	June 17, 2024
Invoice Number	19882
Due Date	Due Upon Receipt

Account Summary

Total Due	\$1,215.50
Current Invoice	\$336.00
Outstanding Balance	\$879.50
Payments Received	(\$2,038.00)
Previous Balance	\$2,917.50

Pay Online Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/C544Y8T

Payment Transactions

Date	Туре	Invoice #	Description	Amount
5/29/2024	Credit Card	19197	Check #36 052924.1CK	\$882.00
5/29/2024	Check	18922	Check #35 052924.1CK	\$504.00
5/29/2024	Check	18420	Check #31 052924.1CK	\$652.00

Fee Detail

Date		Description	Hours	Rate	Total
5/23/2024	МС	Received and reviewed correspondence regarding various issues; Prepared for Board of Supervisors meeting.	0.80	\$420.00/hr	\$336.00
		Hours Tot	al 0.80	Fee Total	\$336.00
Expense De	tail				
Date		Description	Quantity	Rate	Total
No expenses H	have been cha	rged for this invoice.			
				Expenses Total	\$0.00
			Fees		
					\$336.00
			Expense		\$336.00 \$0.00
			Expense Current D	ue	
					\$0.00

Timekeeper Summary

Timekeeper		Hours
Michael Chiumento III		0.80
	Total Hours	0.80

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		opment District		July 09, 2024 Invoice No:	214890	
	ings Community Develo E. Livingston Street ndo, FL 32801			Total This Invoice	\$1,558.50	
Project	20338.03001	The Landings C	DD General	Services Work Autho	rization #1	
Profession	al Services rendered th	nrough June 30, 2024				
Phase	01	General Consulting				
Labor						
			Hours	Rate	Amount	
	nt Project Manager					
	olterman, Sharlene	2/24/2024	1.75	163.00	285.25	
	olterman, Sharlene	3/9/2024	.25	163.00	40.75	
•	al - Vice President	2/22/2024	1.00	200.00	200.00	
	elch, Daniel	3/23/2024	1.00	290.00	290.00 362.50	
	elch, Daniel	3/30/2024 6/22/2024	1.25 2.00	290.00 290.00	580.00	
VV(elch, Daniel Totals	6/22/2024	6.25	290.00	1,558.50	
	Total Labor		0.25		1,550.50	1,558.50
						1,550.50
Billing Lim		1000000	rent	Prior	To-Date	
Total B	-	1,55	8.50	0.00	1,558.50	
Lir					13,000.00	
Re	maining				11,441.50	
				Total this P	hase	\$1,558.50
— — — — - Phase	02	Reimbursable Expenses				
Billing Lim	its	Cur	rent	Prior	To-Date	
Expens			0.00	0.00	0.00	
Lir	nit				250.00	
Re	maining				250.00	
				Total this P	hase	0.00
				Total This Inv	oice	\$1,558.50

Invoice

Invoice #: 22 Invoice Date: 5/1/24 Due Date: 5/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty	Rate	Amount
Aanagement Fees - May 2024		3,333.33	3,333.33
Vebsite Administration - May 2024		100.00	100.00
nformation Technology - May 2024		150.00	150.00
Office Supplies		0.09	0.09
Postage		195.93	195.93
Copies		167.55	167.55
	Total		\$3,946.90
	Payment	s/Credits	\$0.00
	Balance	D	\$3,946.90

Invoice

Invoice #: 24 Invoice Date: 6/1/24 Due Date: 6/1/24 Case: P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - June 2024 Website Administration - June 2024		3,333.33	3,333.3
Website Administration - June 2024		100.00	100.0
Information Technology - June 2024		150.00	150.0
Office Supplies		0.15	0.1
Postage		207.60	207.6
,			
	Total		\$3,791.08
	Payment	s/Credits	\$0.00
	Balance	Ουρ	\$3,791.08

Invoice

Invoice #: 25 Invoice Date: 7/1/24 Due Date: 7/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty R	ate	Amount
Management Fees - July 2024		3,333.33	3,333.33
Website Administration - July 2024		100.00	100.00
Information Technology - July 2024		150.00	150.00
Office Supplies		20.15	20.15
Postage		3.22	3.22
Copies		186.15	186.15
	Total		\$3,792.85
			, 16000000
	Payments/Cro	edits	\$0.00
	Balance Due		\$3,792.85

District Name:

Landings CDD

Board Meeting Date:

June 21, 2024

	Name	In Attendance Please V	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	~	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley	~	Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

6/21/24

****RETURN SIGNED DOCUMENT TO District Accountant****

District Name:

Landings CDD

Board Meeting Date:

July 19, 2024

	Name	In Attendance Please √	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	\checkmark	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley		Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

7/19/24

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****RETURN SIGNED DOCUMENT TO District Accountant ****

Landings Community Development District

Bill to:

Bryndog PCP, LLC 180 Brookhaven Ct. S. Palm Coast, FL 32164

	Payee	General Fund FY2024	Capital Project FY2024
1	Chiumento Law, PLLC		
	Invoice # 19592 - General Counsel April 2024	\$ 69.89	
	Invoice # 19882 - General Counsel May 2024	\$ 55.91	
2	England-Thims & Miller		
	Invoice # 214890 - General Engineering Services June 2024	\$ 259.33	
3	GMS-Central Florida, LLC		
	Invoice # 22- Management Fees - May 2024	\$ 656.76	
	Invoice # 24- Management Fees - June 2024	\$ 630.84	
	Invoice # 25- Management Fees - July 2024	\$ 631.13	
4	Supervisor Fees - 06/21/24 Meeting		
	Jeffrey Douglas	\$ 33.28	
	Toby Tobin	\$ 33.28	
	Greg Eckley	\$ 33.28	
	Supervisor Fees - 07/19/24 Meeting		
	Toby Tobin	\$ 33.28	
	Greg Eckley	\$ 33.28	
		\$ 2,470.26	\$ -
	Total:		\$ 2,470.26

Please make check payable to:

Landings

Community Development District 6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822



Bill to:

Landings CDD 219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To April 30, 2024

Invoice Date	May 21, 2024
Invoice Number	19592
Due Date	Due Upon Receipt

Account Summary

Previous Balance Payments Received Outstanding Balance Current Invoice	\$2,497.50 \$0.00 \$2,497.50 \$420.00
Total Due	\$2,917.50
Pay Online Click the link or scan the code with your device to pay online.	
https://firmcentral.westlaw.com/	pay/3541XFK

Payment Transactions

Date	Туре	Invoice #	Description	 Amount
No payment	ts have been made o	on this account.		

Fee Detail

Date			Description		Hours	Rate	Tota
4/19/2024	MC	8	Prepared for and attended Board of Supervisors meeting.		1.00	\$420.00/hr	\$420.00
				Hours Total	1.00	Fee Total	\$420.00
Expense De	tail						
Date			Description		Quantity	Rate	Tota
No expenses h	ave been cl	harged.	for this invoice.				
						Expenses Total	\$0.00
					Fees		\$420.00
					Expense		\$0.00
					Current Du		\$420.00
					Outstanding	Balance	\$2,497.50
					Total Due		\$2,917.50
							+-,
Fimekeeper	Summar	y					

Michael Chiumento III	
Whender Chiumonto III	

1.00

Total Hours

1.00



Bill to:

Landings CDD –219 East Livingston street orlando, FL 32801

Gflint@gmscfl.com

Landings CDD-General Representation 220573

INVOICE

To May 31, 2024

Invoice Date	June 17, 2024
Invoice Number	19882
Due Date	Due Upon Receipt

Account Summary

Total Due	\$1,215.50
Current Invoice	\$336.00
Outstanding Balance	\$879.50
Payments Received	(\$2,038.00)
Previous Balance	\$2,917.50

Pay Online Click the link or scan the code with your device to pay online.



https://firmcentral.westlaw.com/pay/C544Y8T

Payment Transactions

Date	Туре	Invoice #	Description	Amount
5/29/2024	Credit Card	19197	Check #36 052924.1CK	\$882.00
5/29/2024	Check	18922	Check #35 052924.1CK	\$504.00
5/29/2024	Check	18420	Check #31 052924.1CK	\$652.00

Fee Detail

Date		Description	Hours	Rate	Total
5/23/2024	МС	Received and reviewed correspondence regarding various issues; Prepared for Board of Supervisors meeting.	0.80	\$420.00/hr	\$336.00
		Hours Tot	al 0.80	Fee Total	\$336.00
Expense De	tail				
Date		Description	Quantity	Rate	Total
No expenses H	have been cha	rged for this invoice.			
				Expenses Total	\$0.00
			Fees		
					\$336.00
			Expense		\$336.00 \$0.00
			Expense Current D	ue	
					\$0.00

Timekeeper Summary

Timekeeper		Hours
Michael Chiumento III		0.80
	Total Hours	0.80

etminc.com | 904.642.8990

		opment District		July 09, 2024 Invoice No:	214890	
	ings Community Develo E. Livingston Street ndo, FL 32801			Total This Invoice	\$1,558.50	
Project	20338.03001	The Landings C	DD General	Services Work Autho	rization #1	
Profession	al Services rendered th	nrough June 30, 2024				
Phase	01	General Consulting				
Labor						
			Hours	Rate	Amount	
	nt Project Manager					
	olterman, Sharlene	2/24/2024	1.75	163.00	285.25	
	olterman, Sharlene	3/9/2024	.25	163.00	40.75	
•	al - Vice President	2/22/2024	1.00	200.00	200.00	
	elch, Daniel	3/23/2024	1.00	290.00	290.00 362.50	
	elch, Daniel	3/30/2024 6/22/2024	1.25 2.00	290.00 290.00	580.00	
W	elch, Daniel Totals	6/22/2024	6.25	290.00	1,558.50	
	Total Labor		0.25		1,550.50	1,558.50
						1,550.50
Billing Lim		1000000	rent	Prior	To-Date	
Total B	-	1,55	8.50	0.00	1,558.50	
Lir					13,000.00	
Re	maining				11,441.50	
				Total this P	hase	\$1,558.50
— — — — - Phase	02	Reimbursable Expenses				
Billing Lim	its	Cur	rent	Prior	To-Date	
Expens			0.00	0.00	0.00	
Lir	nit				250.00	
Re	maining				250.00	
				Total this P	hase	0.00
				Total This Inv	oice	\$1,558.50

Invoice

Invoice #: 22 Invoice Date: 5/1/24 Due Date: 5/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty	Rate	Amount
Aanagement Fees - May 2024		3,333.33	3,333.33
Vebsite Administration - May 2024		100.00	100.00
nformation Technology - May 2024		150.00	150.00
Office Supplies		0.09	0.09
Postage		195.93	195.93
Copies		167.55	167.55
	Total		\$3,946.90
	Payment	s/Credits	\$0.00
	Balance	D	\$3,946.90

Invoice

Invoice #: 24 Invoice Date: 6/1/24 Due Date: 6/1/24 Case: P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - June 2024 Website Administration - June 2024		3,333.33	3,333.3
Website Administration - June 2024		100.00	100.0
Information Technology - June 2024		150.00	150.0
Office Supplies		0.15	0.1
Postage		207.60	207.6
,			
	Total		\$3,791.08
	Payment	s/Credits	\$0.00
	Balance	Ουρ	\$3,791.08

Invoice

Invoice #: 25 Invoice Date: 7/1/24 Due Date: 7/1/24 Case: P.O. Number:

Bill To:

Description	Hours/Qty Rate	Amount
Management Fees - July 2024	3,333	3,333.33
Website Administration - July 2024	100	.00 100.00
Information Technology - July 2024	150	.00 150.00
Office Supplies	20	.15 20.15
Postage	3	.22 3.22
Copies	186	.15 186.15
	Total	\$3,792.85
	Payments/Credits	s \$0.00
	Balance Due	\$3,792.85

District Name:

Landings CDD

Board Meeting Date:

June 21, 2024

	Name	In Attendance Please V	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	~	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley	~	Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

6/21/24

****RETURN SIGNED DOCUMENT TO District Accountant****

District Name:

Landings CDD

Board Meeting Date:

July 19, 2024

	Name	In Attendance Please √	Fee Involved Yes / No
1	Jeffrey Douglas		Yes (\$200)
2	William Fife	\checkmark	No (\$0)
3	Walker Douglas		No (\$0)
4	Toby Tobin		Yes (\$200)
5	Greg Eckley		Yes (\$200)

The supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

7/19/24

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****RETURN SIGNED DOCUMENT TO District Accountant ****