

*Landings Community
Development District*

Agenda

August 15, 2025

AGENDA

Landings

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 8, 2025

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, August 15, 2025 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 June 24, 2025 Meeting
4. Public Hearing
 - A. Consideration of Resolution 2025-06 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2025-07 Imposing Special Assessments and Certifying an Assessment Roll
5. District Goals & Objectives
 - A. Adoption of Fiscal Year 2026 Goals & Objectives
 - B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to Chairman to Execute
6. Consideration of Resolution 2025-08 Authorizing the Use of Electronic Documents and Signatures
7. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
8. Ratification Items
 - A. Series 2024 Requisition #20
 - B. Series 2025 Requisition #1
 - C. Addendum to Contractor Agreement with Hazen Construction, LLC for Phase 1 & Offsite Project
 - D. Addendum to Contractor Agreement with Smith Trucking Company, Inc. for Phase 1 & Offsite Project
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #24A - #24C
 - iii. Approval of Fiscal Year 2026 Meeting Schedule
10. Other Business
11. Supervisors Requests

12. 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 Tuesday, June 24, 2025 at the Hilton Garden Inn Palm Coast, 55 Town Center Boulevard, Palm Coast, Florida.

Present and constituting a quorum were:

Bill Fife	Vice Chairman
Toby Tobin	Assistant Secretary
Greg Eckley	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
George Flint <i>by phone</i>	District Manager
Vincent Sullivan	District Counsel
Daniel Welch <i>by phone</i>	District Engineer
Lo Etienne	BMO Law
Ashley Ligas <i>by phone</i>	Kutak Rock
Sara Zare <i>by phone</i>	MBS

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed. Mr. LeBrun noted there were no member of the audience present.

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 16, 2025 Meeting

Mr. LeBrun presented the minutes from the May 16, 2025 Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Tobin, seconded by Mr. Fife, with all in favor, the Minutes of the May 16, 2025 Board of Supervisors Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS

Financing Matters – Southwest Tract Phase 1

A. Consideration of Second Supplemental Engineer's Report to the Capital Improvement Plan (Southwest Tract Phase 1)

Mr. LeBrun noted this is the Second Supplemental Engineer's Report to the Capital Improvement Plan for Southwest Tract Phase 1. Mr. Welch presented the report to the Board and offered to answer any questions.

On MOTION by Mr. Eckley, seconded by Mr. Fife, with all in favor, the 2nd Supplemental Engineer's Report to the Capital Improvement Plan (Southwest Tract Phase 1), was approved.

B. Presentation of Final Supplemental Assessment Methodology for the Southwest Tract – Phase 1

Mr. LeBrun noted this is the Final Supplemental Assessment Methodology for the Southwest Tract Phase 1. He noted there are some minor changes since the Board last saw the report to include the tables and final pricing numbers.

Mr. LeBrun noted Table 1 is the developer's program with the product type and the number of units. He added the single family 50' has 170 units single family 60' has 111 units with a unit total of 281. The single family 50' units have an ERU of 1, and single family 60' have an ERU of 1.20 with total ERUs at 303.20.

Mr. LeBrun noted Table 2 is the infrastructure cost estimates with a total of \$26,940,187. Table 3 is bond sizing construction and final pricing for funds at \$5,178.67 to include discounts, debt service, capitalized interest, underwriter's discount, and cost of issuance. Table 4 included allocation of benefit improvement costs for single 50' and single 60' and par debt per unit. Table 5 is the allocation of total benefit and the par debt for each product types. Table 6 is the par debt annual assessments single family 50' at \$1,595.74 and single family 60' at \$1,702,13. Table 7 shows the preliminary assessment roll was included and noted the owner.

Mr. Flint pointed out Table 5 recognizes developer contributions to match the targeted assessment levels by the developer. He added during acquisitions of improvements the developer contribution will be included.

On MOTION by Mr. Eckley, seconded by Mr. Fife, with all in favor, the Final Supplemental Assessment Methodology for the Southwest Tract- Phase 1, was approved.

C. Consideration of Resolution 2025-04 Finalizing the Series 2025 Bonds

Mr. LeBrun stated this resolution is for finalizing the Series 2025 bonds. Mr. Sullivan reviewed the resolution to authorize the Vice Chair to execute all the ancillary documents prepared by the District and all other documents.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, the Resolution 2025-04 Finalizing the Series 2025 Bonds, was approved.

D. Consideration of Resolution 2025-05 Authorizing the District to Enter Into Agreements Related to the Series 2025 Bond Issuance

i. Exhibit A: Form of True-Up Agreement

Mr. Sullivan reviewed the agreements to include true-up and include debt allocations per acre allocation.

ii. Exhibit B: Form of Competition Agreement

Mr. Sullivan noted this is the agreement by the developer agreement if the District bonds are insufficient to fund the necessary improvements in the District.

iii. Exhibit C: Form of Collateral Assignment and Assumption of Development Rights Relating to the Property

Mr. Sullivan noted this is for collateral agreement and the Board can act as the developer if needed.

iv. Exhibit D: Form of Declaration of Consent to Jurisdiction of Landings Community Development District and Imposition of Special Assessments

Mr. Sullivan noted this is a different form than what you have, and he asked that the Board approve the form subject to Counsel's review and changes.

v. Exhibit E: Form of Agreement for the Acquisition of Certain Work Product, Material, and Infrastructure – *Under Separate Cover*

Mr. Sullivan noted this would be approved subject to Engineer's approval of deleting the access agreement area.

On MOTION by Mr. Fife, seconded by Mr. Tobin, with all in favor, Resolution 2025-05 Authorizing the District to Enter into Agreements Related to the Series 2025 Bond Issuance, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Supplemental Acquisition Documents – *Under Separate Cover*****A. Acquisition Certificate for Partial Progress Payment**

Mr. Sullivan reviewed the certificate for partial progress payment; the District, developer, and District Engineer are in agreement.

B. Bill of Sale for Partial Progress Payment

Mr. Sullivan noted this is the Bill of Sale for partial progress payment and will transfer ownership to the District. The developer agrees to pass on all warranties from the contractor.

C. Addendum to Contract

Mr. Sullivan noted the developer and the District can sue contractors, and the work is for the benefit of the District.

On MOTION by Mr. Fife, seconded by Mr. Eckley, with all in favor, the Supplemental Acquisition Documents, were approved, in substantial form pending District Counsel approval.

SIXTH ORDER OF BUSINESS**Ratification of Series 2024 Requisitions #19**

Mr. LeBrun presented Series 2024 Requisition #19. He noted that this has already been processed and need ratification.

On MOTION by Mr. Tobin, seconded by Mr. Fife, with all in favor, the Series 2024 Requisition #19, was ratified.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Sullivan had nothing to report.

B. Engineer

Mr. Welch provided updates on overall construction.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. LeBrun presented the balance sheet and the income statement. He indicated that those were the unaudited financials through May 31, 2025. No action is required.

ii. Ratification of Funding Requests #23A-#23C

Mr. LeBrun presented funding requests #23A-#23C. He added they are looking for ratification.

On MOTION by Mr. Tobin, seconded by Mr. Eckley, with all in favor, Funding Requests #23A-#23C, were ratified.

EIGHTH ORDER OF BUSINESS**Other Business**

Mr. Flint commented on contracts and noted the addendum approved will be executed by the Vice Chair and brought back to the Board for ratification.

NINTH ORDER OF BUSINESS**Supervisors Requests**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS**Adjournment**

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

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2025-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in August, 2025 submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Landings Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 15, 2025, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and

at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager’s Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2025 and/or revised projections for Fiscal Year 2026.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s Records Office and identified as “The Budget for Landings Community Development District for the Fiscal Year Ending September 30, 2026”, as adopted by the Board of Supervisors on August 15, 2025.
- d. The final adopted budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Landings Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUND – SERIES 2024	\$_____
TOTAL DEBT SERVICE FUND – SERIES 2025	\$_____
TOTAL ALL FUNDS	\$_____

Section 3. Budget Amendments

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2025.

ATTEST:

**BOARD OF SUPERVISORS OF THE
LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Landings
Community Development District

Approved Budget
FY2026



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Landings

Community Development District

Approved Budget

General Fund

Description	Adopted Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Approved Budget FY2026
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Revenues

Developer Contributions	\$ 144,268	\$ 74,284	\$ 36,307	\$ 110,591	\$ -
Assessments Direct - Administrative	\$ -	\$ -	\$ -	\$ -	\$ 75,320
Assessments Tax Collector - North Tract	\$ -	\$ -	\$ -	\$ -	\$ 51,439
Assessments Direct - North Tract	\$ -	\$ -	\$ -	\$ -	\$ 93,578

Total Revenues	\$ 144,268	\$ 74,284	\$ 36,307	\$ 110,591	\$ 220,338
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Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 400	\$ 800	\$ 1,200	\$ 12,000
FICA Expenses	\$ 918	\$ 31	\$ 90	\$ 121	\$ 918
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 1,058	\$ 12,500	\$ 13,558	\$ 25,000
Annual Audit	\$ 4,000	\$ 4,600	\$ -	\$ 4,600	\$ 6,000
Assessment Administration	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ 5,408
Arbitrage	\$ 900	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 6,000	\$ 4,167	\$ 833	\$ 5,000	\$ 6,180
Trustee Fees	\$ 8,040	\$ -	\$ -	\$ -	\$ 8,040
Management Fees	\$ 42,500	\$ 35,417	\$ 7,083	\$ 42,500	\$ 43,775
Information Technology	\$ 1,890	\$ 1,575	\$ 315	\$ 1,890	\$ 1,947
Website Maintenance	\$ 1,260	\$ 1,050	\$ 210	\$ 1,260	\$ 1,298
Telephone	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Postage & Delivery	\$ 1,000	\$ 379	\$ 250	\$ 629	\$ 1,000
Insurance	\$ 5,750	\$ 5,408	\$ -	\$ 5,408	\$ 6,613
Copies	\$ 500	\$ 596	\$ 250	\$ 846	\$ 500
Legal Advertising	\$ 10,000	\$ 115	\$ 5,000	\$ 5,115	\$ 10,000
Contingency	\$ 2,500	\$ 753	\$ 1,000	\$ 1,753	\$ 2,500
Office Supplies	\$ 625	\$ 56	\$ 325	\$ 381	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

Total General & Administrative	\$ 144,268	\$ 61,030	\$ 36,307	\$ 97,337	\$ 148,838
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Operations & Maintenance

Field Expenditures

Field Management	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ -
Water - Irrigation Usage	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 4,000

Total Operations & Maintenance	\$	-	\$	-	\$	-	\$	71,500		
Total Expenditures	\$	144,268	\$	61,030	\$	36,307	\$	97,337	\$	220,338
Excess Revenues/(Expenditures)	\$	-	\$	13,254	\$	-	\$	13,254	\$	0

Type	Units	ERU	Total ERUs	Net Annual Assessments	Net Per Unit	Gross Per Unit
Villa 40' NT - Tax Collector	32	0.80	25.60	\$ 9,158	\$ 286.17	\$ 304.44
Single Family 50' NT - Tax Collector	69	1.00	69.00	\$ 24,682	\$ 357.71	\$ 380.55
Single Family 60' NT - Tax Collector	41	1.20	49.20	\$ 17,600	\$ 429.26	\$ 456.66
Villa 40' NT - Direct	72	0.80	57.60	\$ 20,604	\$ 286.17	\$ 304.44
Single Family 50' NT - Direct	66	1.00	66.00	\$ 23,609	\$ 357.71	\$ 380.55
Single Family 60' NT - Direct	115	1.20	138.00	\$ 49,365	\$ 429.26	\$ 456.66
Unplatted	416	0.51	210.56	\$ 75,320	\$ 181.06	\$ 192.61
Total	811		615.96	\$ 220,338		

Landings

Community Development District

General Fund Budget

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Assessments Direct - Administrative

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the administrative operating expenditures during the fiscal year. The Direct Assessment will be billed based on the below allocations:

JTL Grand Landings Development LLC – 48.7%
KL Seminole Trace, LLC – 34.66%
Bryndog PCP, LLC – 16.64%

Assessments Direct – North Tract

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operations and maintenance expenditures related to the North Tract during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Chiumento Law, PLLC, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

Landings

Community Development District

General Fund Budget

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Telephone

Represents cost for telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Landings

Community Development District

General Fund Budget

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenses

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landings

Community Development District

General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers and irrigation wells.

Lake Maintenance

Represents the estimated maintenance of the lake within the common areas of the District.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water – Irrigation Usage

Represents current and estimated costs for water provided for common areas throughout the District.

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2024 North Tract

Description	Adopted Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Approved Budget FY 2026
<u>REVENUES:</u>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 490,975
Interest Earnings	\$ -	\$ 32,657	\$ 10,000	\$ 42,657	\$ 15,000
Carry Forward Surplus	\$ 531,850	\$ 536,972	\$ -	\$ 536,972	\$ 245,166
TOTAL REVENUES	\$ 531,850	\$ 569,629	\$ 10,000	\$ 579,629	\$ 751,141
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ -	\$ 18,004	\$ -	\$ 18,004	\$ 5,000
Interest - 11/1	\$ 137,075	\$ 137,075	\$ -	\$ 137,075	\$ 197,388
Interest - 5/1	\$ 197,388	\$ 197,388	\$ -	\$ 197,388	\$ 197,388
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 95,000
TOTAL EXPENDITURES	\$ 334,463	\$ 352,467	\$ -	\$ 334,463	\$ 489,775
EXCESS REVENUES (EXPENDITURES)	\$ 197,387	\$ 217,162	\$ 10,000	\$ 245,166	\$ 261,366

Interest Due 11/1/26 \$195,013

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Villa 40'	104	\$ 97,753	\$ 939.93	\$ 999.93
Single Family - 50'	135	\$ 158,614	\$ 1,174.92	\$ 1,249.91
Single Family - 60'	156	\$ 234,608	\$ 1,503.90	\$ 1,599.89
Total	395	\$ 490,975		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	7,020,000	5.000%		137,075	137,074.65
05/01/25	7,020,000	5.000%	-	197,388	
11/01/25	7,020,000	5.000%		197,388	394,775.00
05/01/26	7,020,000	5.000%	95,000	197,388	
11/01/26	6,925,000	5.000%		195,013	487,400.00
05/01/27	6,925,000	5.000%	100,000	195,013	
11/01/27	6,825,000	5.000%		192,513	487,525.00
05/01/28	6,825,000	5.000%	105,000	192,513	
11/01/28	6,720,000	5.000%		189,888	487,400.00
05/01/29	6,720,000	5.000%	110,000	189,888	
11/01/29	6,610,000	5.000%		187,138	487,025.00
05/01/30	6,610,000	5.000%	115,000	187,138	
11/01/30	6,495,000	5.000%		184,263	486,400.00
05/01/31	6,495,000	5.000%	125,000	184,263	
11/01/31	6,370,000	5.000%		181,138	490,400.00
05/01/32	6,370,000	5.500%	130,000	181,138	
11/01/32	6,240,000	5.500%		177,563	488,700.00
05/01/33	6,240,000	5.500%	135,000	177,563	
11/01/33	6,105,000	5.500%		173,850	486,412.50
05/01/34	6,105,000	5.500%	145,000	173,850	
11/01/34	5,960,000	5.500%		169,863	488,712.50
05/01/35	5,960,000	5.500%	155,000	169,863	
11/01/35	5,805,000	5.500%		165,600	490,462.50
05/01/36	5,805,000	5.500%	160,000	165,600	
11/01/36	5,645,000	5.500%		161,200	486,800.00
05/01/37	5,645,000	5.500%	170,000	161,200	
11/01/37	5,475,000	5.500%		156,525	487,725.00
05/01/38	5,475,000	5.500%	180,000	156,525	
11/01/38	5,295,000	5.500%		151,575	488,100.00
05/01/39	5,295,000	5.500%	190,000	151,575	
11/01/39	5,105,000	5.500%		146,350	487,925.00
05/01/40	5,105,000	5.500%	200,000	146,350	
11/01/40	4,905,000	5.500%		140,850	487,200.00
05/01/41	4,905,000	5.500%	215,000	140,850	
11/01/41	4,690,000	5.500%		134,938	490,787.50
05/01/42	4,690,000	5.500%	225,000	134,938	
11/01/42	4,465,000	5.500%		128,750	488,687.50
05/01/43	4,465,000	5.500%	240,000	128,750	
11/01/43	4,225,000	5.500%		122,150	490,900.00

05/01/44	4,225,000	5.500%	250,000	122,150	
11/01/44	3,975,000	5.500%		115,275	487,425.00
05/01/45	3,975,000	5.800%	265,000	115,275	
11/01/45	3,710,000	5.800%		107,590	487,865.00
05/01/46	3,710,000	5.800%	280,000	107,590	
11/01/46	3,430,000	5.800%		99,470	487,060.00
05/01/47	3,430,000	5.800%	300,000	99,470	
11/01/47	3,130,000	5.800%		90,770	490,240.00
05/01/48	3,130,000	5.800%	315,000	90,770	
11/01/48	2,815,000	5.800%		81,635	487,405.00
05/01/49	2,815,000	5.800%	335,000	81,635	
11/01/49	2,480,000	5.800%		71,920	488,555.00
05/01/50	2,480,000	5.800%	355,000	71,920	
11/01/50	2,125,000	5.800%		61,625	488,545.00
05/01/51	2,125,000	5.800%	375,000	61,625	
11/01/51	1,750,000	5.800%		50,750	487,375.00
05/01/52	1,750,000	5.800%	400,000	50,750	
11/01/52	1,350,000	5.800%		39,150	489,900.00
05/01/53	1,350,000	5.800%	425,000	39,150	
11/01/53	925,000	5.800%		26,825	490,975.00
05/01/54	925,000	5.800%	450,000	26,825	
11/01/54	475,000	5.800%		13,775	490,600.00
05/01/55	475,000	5.800%	475,000	13,775	
					488,775.00
Total			\$ 7,020,000	\$ 8,165,132	\$ 15,185,132

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2025 SW Tract

Description	Proposed Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Proposed Budget FY 2026
<u>REVENUES:</u>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 432,600
Interest Earnings	\$ -	\$ 322	\$ 650	\$ 972	\$ 15,000
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 972
TOTAL REVENUES	\$ -	\$ 322	\$ 650	\$ 972	\$ 448,572
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ -	\$ 252	\$ -	\$ 252	\$ 5,000
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 197,388
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 197,388
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 95,000
TOTAL EXPENDITURES	\$ -	\$ 252	\$ -	\$ -	\$ 489,775
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 70	\$ 650	\$ 972	\$ (41,203)

Interest Due 11/1/26 \$195,013

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Single Family - 50'	170	\$ 255,000	\$ 1,500.00	\$ 1,595.74
Single Family - 60'	111	\$ 177,600	\$ 1,600.00	\$ 1,702.13
Total	281	\$ 432,600		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
					-
11/01/25	6,085,000	5.000%		120,826	120,825.52
05/01/26	6,085,000	5.000%	85,000	173,989	
11/01/26	6,000,000	5.000%		171,949	430,937.50
05/01/27	6,000,000	5.000%	90,000	171,949	
11/01/27	5,910,000	5.000%		169,789	431,737.50
05/01/28	5,910,000	5.000%	95,000	169,789	
11/01/28	5,815,000	5.000%		167,509	432,297.50
05/01/29	5,815,000	5.000%	95,000	167,509	
11/01/29	5,720,000	5.000%		165,229	427,737.50
05/01/30	5,720,000	5.000%	100,000	165,229	
11/01/30	5,620,000	5.000%		162,829	428,057.50
05/01/31	5,620,000	5.000%	105,000	162,829	
11/01/31	5,515,000	5.000%		160,309	428,137.50
05/01/32	5,515,000	5.500%	110,000	160,309	
11/01/32	5,405,000	5.500%		157,669	427,977.50
05/01/33	5,405,000	5.500%	120,000	157,669	
11/01/33	5,285,000	5.500%		154,789	432,457.50
05/01/34	5,285,000	5.500%	125,000	154,789	
11/01/34	5,160,000	5.500%		151,789	431,577.50
05/01/35	5,160,000	5.500%	130,000	151,789	
11/01/35	5,030,000	5.500%		148,669	430,457.50
05/01/36	5,030,000	5.500%	135,000	148,669	
11/01/36	4,895,000	5.500%		144,788	428,456.25
05/01/37	4,895,000	5.500%	145,000	144,788	
11/01/37	4,750,000	5.500%		140,619	430,406.25
05/01/38	4,750,000	5.500%	155,000	140,619	
11/01/38	4,595,000	5.500%		136,163	431,781.25
05/01/39	4,595,000	5.500%	160,000	136,163	
11/01/39	4,435,000	5.500%		131,563	427,725.00
05/01/40	4,435,000	5.500%	170,000	131,563	
11/01/40	4,265,000	5.500%		126,675	428,237.50
05/01/41	4,265,000	5.500%	180,000	126,675	
11/01/41	4,085,000	5.500%		121,500	428,175.00
05/01/42	4,085,000	5.500%	190,000	121,500	
11/01/42	3,895,000	5.500%		116,038	427,537.50
05/01/43	3,895,000	5.500%	205,000	116,038	
11/01/43	3,690,000	5.500%		110,144	431,181.25

05/01/44	3,690,000	5.500%	215,000	110,144	
11/01/44	3,475,000	5.500%		103,963	429,106.25
05/01/45	3,475,000	5.800%	230,000	103,963	
11/01/45	3,245,000	5.800%		97,350	431,312.50
05/01/46	3,245,000	5.800%	245,000	97,350	
11/01/46	3,000,000	5.800%		90,000	432,350.00
05/01/47	3,000,000	5.800%	260,000	90,000	
11/01/47	2,740,000	5.800%		82,200	432,200.00
05/01/48	2,740,000	5.800%	275,000	82,200	
11/01/48	2,465,000	5.800%		73,950	431,150.00
05/01/49	2,465,000	5.800%	290,000	73,950	
11/01/49	2,175,000	5.800%		65,250	429,200.00
05/01/50	2,175,000	5.800%	310,000	65,250	
11/01/50	1,865,000	5.800%		55,950	431,200.00
05/01/51	1,865,000	5.800%	330,000	55,950	
11/01/51	1,535,000	5.800%		46,050	432,000.00
05/01/52	1,535,000	5.800%	350,000	46,050	
11/01/52	1,185,000	5.800%		35,550	431,600.00
05/01/53	1,185,000	5.800%	370,000	35,550	
11/01/53	815,000	5.800%		24,450	430,000.00
05/01/54	815,000	5.800%	395,000	24,450	
11/01/54	420,000	5.800%		12,600	432,050.00
05/01/55	420,000	5.800%	420,000	12,600	
					432,600.00
Total			\$ 6,085,000	\$ 6,945,469	\$ 13,030,469

Landings

Community Development District

Approved Budget

Assessment Summary Chart

Type	Units	General O&M Gross Per Unit	Debt Service Series 2024 Gross Per Unit	Debt Service Series 2025 Gross Per Unit	Total Per Unit
Villa 40'	104	\$ 304.44	\$ 999.93	\$ -	1,304.37
Single Family 50'	135	\$ 380.55	\$ 1,249.91	\$ -	1,630.46
Single Family 60'	156	\$ 456.66	\$ 1,599.89	\$ -	2,056.55
Single Family 50'	170	\$ -	\$ -	1,595.74	-
Single Family 60'	111	\$ -	\$ -	1,702.13	-
Unplatted	135	\$ 192.61	\$ -	\$ -	192.61
Total	811				

SECTION B

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Landings Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in City of Palm Coast, Flagler County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2025/2026; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2025/2026, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2025.

ATTEST:

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Landings CDD
FY 26 Assessment Roll

GEO ID	Units	O&M	Series 2024	Series 2025	Total
19-12-31-0650-000C0-0030					
20-12-31-0650-000A0-0022					
20-12-31-0650-000A0-0024					
29-12-31-0000-01010-0010					
29-12-31-0000-01010-0021					
29-12-31-0000-01010-0025					
29-12-31-0000-01010-0027					
29-12-31-0000-01010-0028					
29-12-31-0000-01010-0029					
29-12-31-0000-01010-0040					
29-12-31-0000-01020-0000					
29-12-31-2965-00000-0010	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0020	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0030	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0040	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0050	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0060	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0070	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0080	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0090	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-00A0					
29-12-31-2965-00000-00A1					
29-12-31-2965-00000-00B0					
29-12-31-2965-00000-00C0					
29-12-31-2965-00000-00D0					
29-12-31-2965-00000-00E0					
29-12-31-2965-00000-00F0					
29-12-31-2965-00000-00G0					
29-12-31-2965-00000-00H0					
29-12-31-2965-00000-00I0					
29-12-31-2965-00000-00J0					
29-12-31-2965-00000-00K0					
29-12-31-2965-00000-00L0					
29-12-31-2965-00000-00M0					
29-12-31-2965-00000-00N0					
29-12-31-2965-00000-0100	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0110	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0120	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0130	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0140	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0150	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-0160	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-1710	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1720	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1730	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1740	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1750	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1900	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1910	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1920	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-1930	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-2280	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2290	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2300	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2310	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2320	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2330	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2340	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2350	1	\$304.44	\$999.93		\$1,304.37
29-12-31-2965-00000-2360	1	\$304.44	\$999.93		\$1,304.37

[illegible]

GEO ID	Units	O&M	Series 2024	Series 2025	Total
29-12-31-2965-00000-3510	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3520	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3530	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3540	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3550	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3560	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3570	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3580	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3590	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3600	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3610	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3620	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3630	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3640	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3650	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3660	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3670	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3680	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3690	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3700	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3710	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3720	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3730	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3740	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3750	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3760	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3770	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3780	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3790	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3800	1	\$380.55	\$1,249.91		\$1,630.46
29-12-31-2965-00000-3810	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3820	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3830	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3840	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3850	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3860	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3870	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3880	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3890	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3900	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3910	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3920	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3930	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3940	1	\$456.66	\$1,599.89		\$2,056.55
29-12-31-2965-00000-3950	1	\$456.66	\$1,599.89		\$2,056.55
30-12-31-0000-01020-0010					
30-12-31-0000-01020-0040					
32-12-31-0650-000B0-0020					
Total Gross Onroll	142	\$54,723.09	\$183,837.04	\$0.00	\$238,560.13

Total Net Onroll		\$51,439.70	\$172,806.82	\$0.00	\$224,246.52
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Direct Billing - North Tract	Acres				
19-12-31-0650-000C0-0030	19.88	\$9,361.39	\$31,828.72		\$41,190.11
20-12-31-0650-000A0-0024	64.04	\$30,156.11	\$102,530.75		\$132,686.86
29-12-31-0000-01010-0029	30.12	\$14,183.35	\$48,223.40		\$62,406.75
29-12-31-0000-01010-0040	55.87	\$26,308.90	\$89,450.24		\$115,759.13
30-12-31-0000-01020-0010	41.5	\$19,542.14	\$66,443.26		\$85,985.40
Total Gross North Tract	211.41	\$99,551.88	\$338,476.37	\$0.00	\$438,028.25

Total Net North Tract		\$93,578.77	\$318,167.79	\$0.00	\$411,746.56
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Direct Billing - Southwest Tract Phase 1 **Acres**

GEO ID	Units	O&M	Series 2024	Series 2025	Total
29-12-31-0000-01020-0000	105.56	\$54,123.41		\$460,212.77	\$514,336.18
Total Gross Southwest Tract Phase 1	105.56	\$54,123.41	\$0.00	\$460,212.77	\$514,336.18
Total Net Southwest Tract Phase 1		\$50,876.01	\$0.00	\$432,600.00	\$483,476.01
Direct Billing - Southwest Tract Phases 2 & 3					
	Acres				
29-12-31-0000-01010-0021	166.29	\$19,400.26			\$19,400.26
30-12-31-0000-01020-0040	35.91	\$4,189.45			\$4,189.45
32-12-31-0650-000B0-0020	20.68	\$2,412.64			\$2,412.64
Total Gross Southwest Tract Phases 2 & 3	222.88	\$26,002.35	\$0.00	\$0.00	\$26,002.35
Total Net Southwest Tract Phases 2 & 3		\$24,442.21	\$0.00	\$0.00	\$24,442.21
Total Direct Gross Direct	539.85	\$179,677.64	\$338,476.37	\$460,212.77	\$978,366.78
Total Direct Net Direct		\$168,896.98	\$318,167.79	\$432,600.00	\$919,664.77
Total Gross Assessments		\$234,400.73	\$522,313.41	\$460,212.77	\$1,216,926.91
Total Net Assessments		\$220,336.69	\$490,974.61	\$432,600.00	\$1,143,911.29

SECTION V

SECTION A

Landings Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Print Name:_____

Landings Community Development District

Date:_____

District Manager:_____

Print Name:_____

Landings Community Development District

Date:_____

SECTION B

Landings Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Landings Community Development District

District Manager:_____

Date:_____

Print Name:_____

Landings Community Development District

SECTION VI

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR 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*, and situated within the City of Palm Coast, Flagler County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of August, 2025.

ATTEST:

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION VII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 7, 2025

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, 2025. 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, 2025. 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 2025 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 you 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 \$6,200 for the September 30, 2025 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 out-of-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.

By: _____

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 VIII

SECTION A

**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: 20
- (B) Name of Payee: Landings CDD
- (C) Amount Payable: \$4,277.30 or Remaining Balance in Account
- (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): *Remaining Balance in Construction Account transferred to General Fund to be applied to Construction Funding Request 1 – ETM Invoices for Construction Admin Services – 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**

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.

Consulting Engineer

Landings

Community Development District

Construction Funding Request #1

7/23/25

Bill to:

JTL Grand Landings Dev LLC

16660 Dallas Parkway

Suite 1600

Dallas, TX 75248

dwest@westinterests.com

PAYEE

Bond Series 2024

England-Thims & Miller

Invoice #219316 Services through 03/29/25	\$325.00
Invoice #219317 Services through 03/29/25	\$4,790.00
Invoice #219637 Services through 04/26/25	\$6,750.00
Invoice #220188 Services through 05/24/25	\$457.50
Invoice #220189 Services through 05/24/25	\$4,688.75
Invoice #220744 Services through 06/28/25	\$1,677.50
Invoice #220745 Services through 06/28/25	\$3,930.00

\$0.00 \$22,618.75

\$22,618.75

Please make check payable to:

Landings CDD

6200 Lee Vista Blvd, Suite 300

Orlando, FL 32822



14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

April 08, 2025

Invoice No: 219316

Total This Invoice \$325.00

Project 20338.03001 The Landings CDD General Services Work Authorization #1

Professional Services rendered through March 29, 2025

Phase 01 General Consulting

Labor

			Hours	Rate	Amount
Senior Advisor					
Clem, Juanitta	3/22/2025		1.00	325.00	325.00
Wellhead Protection					
Totals			1.00		325.00
Total Labor					325.00

Billing Limits	Current	Prior	To-Date
Total Billings	325.00	4,385.25	4,710.25
Limit			13,000.00
Remaining			8,289.75

Total this Phase \$325.00

Phase 02 Reimbursable Expenses

Billing Limits	Current	Prior	To-Date
Expense	0.00	0.00	0.00
Limit			250.00
Remaining			250.00

Total this Phase 0.00

Total This Invoice \$325.00

Outstanding Invoices

Number	Date	Balance
217167	12/2/2024	580.00
217781	1/6/2025	298.00
218259	2/3/2025	521.50
218690	3/3/2025	145.00
Total		1,544.50



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Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

April 08, 2025

Invoice No: 219317

Total This Invoice \$4,790.00

Project 20338.03005 The Landings Limited Construction Administration Services Phase 1 Work
Authorization #5

Professional Services rendered through March 29, 2025

Phase 01 Limited Con. Admin. Services - Phase 1

Labor

		Hours	Rate	Amount
Principal - Vice President				
Welch, Daniel	3/1/2025	.50	305.00	152.50
Welch, Daniel	3/8/2025	1.00	305.00	305.00
Welch, Daniel	3/29/2025	1.50	305.00	457.50
Senior Construction Representative				
Rodgers, Larry	3/1/2025	2.00	205.00	410.00
Rodgers, Larry	3/8/2025	3.50	205.00	717.50
Rodgers, Larry	3/15/2025	2.00	205.00	410.00
Rodgers, Larry	3/22/2025	1.50	205.00	307.50
Rodgers, Larry	3/29/2025	1.00	205.00	205.00
Villanuel Lopez, Jose	3/1/2025	1.00	205.00	205.00
Construction Representative				
Goodman, John	3/1/2025	3.00	180.00	540.00
Goodman, John	3/8/2025	2.00	180.00	360.00
Goodman, John	3/15/2025	2.50	180.00	450.00
Goodman, John	3/22/2025	.50	180.00	90.00
Goodman, John	3/29/2025	1.00	180.00	180.00
Totals		23.00		4,790.00
Total Labor				4,790.00

Billing Limits	Current	Prior	To-Date
Total Billings	4,790.00	26,819.25	31,609.25
Limit			43,335.00
Remaining			11,725.75

Total this Phase \$4,790.00

Phase 02 Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			11,268.00
Remaining			11,268.00

Project	20338.03005	The Landings Limited CA Svcs Ph1 WA#5	Invoice	219317
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Total this Phase 0.00

Phase	03	Reimbursable Expenses			
Billing Limits			Current	Prior	To-Date
Expense			0.00	0.00	0.00
Limit					3,500.00
Remaining					3,500.00

Total this Phase 0.00

Total This Invoice \$4,790.00

Outstanding Invoices

Number	Date	Balance
218693	3/3/2025	5,632.00
Total		5,632.00



14775 Old St. Augustine Road, Jacksonville, FL 32258

etmnc.com | 904.642.8990

Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

May 05, 2025

Invoice No: 219637

Total This Invoice \$6,750.00

Project 20338.03005 The Landings Limited Construction Administration Services Phase 1 Work
Authorization #5

Professional Services rendered through April 26, 2025

Phase 01 Limited Con. Admin. Services - Phase 1

Labor

			Hours	Rate	Amount
Engineering Intern					
Ignao, Diannah	4/5/2025		2.00	150.00	300.00
Ignao, Diannah	4/12/2025		4.00	150.00	600.00
Principal - Vice President					
Welch, Daniel	4/5/2025		4.00	305.00	1,220.00
Welch, Daniel	4/12/2025		1.00	305.00	305.00
Senior Construction Representative					
Rodgers, Larry	4/5/2025		5.00	205.00	1,025.00
Rodgers, Larry	4/12/2025		1.00	205.00	205.00
Rodgers, Larry	4/19/2025		3.00	205.00	615.00
Rodgers, Larry	4/26/2025		2.00	205.00	410.00
Construction Representative					
Goodman, John	4/5/2025		2.50	180.00	450.00
Goodman, John	4/12/2025		1.25	180.00	225.00
Goodman, John	4/19/2025		4.00	180.00	720.00
Goodman, John	4/26/2025		3.75	180.00	675.00
Totals			33.50		6,750.00
Total Labor					6,750.00

Billing Limits	Current	Prior	To-Date
Total Billings	6,750.00	31,609.25	38,359.25
Limit			43,335.00
Remaining			4,975.75

Total this Phase \$6,750.00

Phase 02 Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			11,268.00
Remaining			11,268.00

Total this Phase 0.00

Project	20338.03005	The Landings Limited CA Svcs Ph1 WA#5	Invoice	219637
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Phase	03	Reimbursable Expenses			
Billing Limits		Current	Prior	To-Date	
Expense		0.00	0.00	0.00	
Limit				3,500.00	
Remaining				3,500.00	
			Total this Phase		0.00
			Total This Invoice		<u>\$6,750.00</u>

Outstanding Invoices

Number	Date	Balance
218693	3/3/2025	5,632.00
219317	4/8/2025	4,790.00
Total		10,422.00



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14775 Old St. Augustine Road, Jacksonville, FL 32258

etminc.com | 904.642.8990

Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

June 02, 2025

Invoice No: 220189

Total This Invoice	\$4,688.75
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Project 20338.03005 The Landings Limited Construction Administration Services Phase 1 Work
Authorization #5

Professional Services rendered through May 24, 2025

Phase 01 Limited Con. Admin. Services - Phase 1

Labor

			Hours	Rate	Amount
CEI Sr. Inspector					
Kellum, Douglas	5/24/2025		2.00	180.00	360.00
Principal - Vice President					
Welch, Daniel	5/10/2025		.75	305.00	228.75
Welch, Daniel	5/24/2025		2.00	305.00	610.00
Senior Construction Representative					
Rodgers, Larry	5/17/2025		9.00	205.00	1,845.00
Rodgers, Larry	5/24/2025		1.00	205.00	205.00
Construction Representative					
Goodman, John	5/17/2025		4.75	180.00	855.00
Goodman, John	5/24/2025		3.25	180.00	585.00
Totals			22.75		4,688.75
Total Labor					4,688.75

Billing Limits	Current	Prior	To-Date
Total Billings	4,688.75	38,359.25	43,048.00
Limit			43,335.00
Remaining			287.00

Total this Phase \$4,688.75

Phase 02 Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			11,268.00
Remaining			11,268.00

Total this Phase 0.00

Phase 03 Reimbursable Expenses

Project	20338.03005	The Landings Limited CA Svcs Ph1 WA#5	Invoice	220189
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Billing Limits	Current	Prior	To-Date
Expense	0.00	0.00	0.00
Limit			3,500.00
Remaining			3,500.00
Total this Phase			0.00
Total This Invoice			<u>\$4,688.75</u>

Outstanding Invoices

Number	Date	Balance
218693	3/3/2025	5,632.00
219317	4/8/2025	4,790.00
219637	5/5/2025	6,750.00
Total		17,172.00



14775 Old St. Augustine Road, Jacksonville, FL 32258
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Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

June 02, 2025
Invoice No: 220188
Total This Invoice \$457.50

Project 20338.03001 The Landings CDD General Services Work Authorization #1

Professional Services rendered through May 24, 2025

Phase 01 General Consulting
Labor

		Hours	Rate	Amount
Principal - Vice President				
Welch, Daniel	5/3/2025	1.00	305.00	305.00
Closeout				
Welch, Daniel	5/17/2025	.50	305.00	152.50
CDD Call				
Totals		1.50		457.50
Total Labor				457.50

Billing Limits	Current	Prior	To-Date
Total Billings	457.50	4,710.25	5,167.75
Limit			13,000.00
Remaining			7,832.25
Total this Phase			\$457.50

Phase 02	Reimbursable Expenses	Current	Prior	To-Date
Billing Limits				
Expense		0.00	0.00	0.00
Limit				250.00
Remaining				250.00
Total this Phase				0.00

Total This Invoice \$457.50

Outstanding Invoices

Number	Date	Balance
219316	4/8/2025	325.00



14775 Old St. Augustine Road, Jacksonville, FL 32258

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Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

July 08, 2025

Invoice No: 220744

Total This Invoice \$1,677.50

Project 20338.03001 The Landings CDD General Services Work Authorization #1

Professional Services rendered through June 28, 2025

Phase 01 General Consulting

Labor

		Hours	Rate	Amount
Principal - Vice President				
Welch, Daniel	5/31/2025	1.00	305.00	305.00
Contractor site Permits				
Welch, Daniel	6/28/2025	4.00	305.00	1,220.00
CDD Pre Call, CDD Call, Review of pay apps and credits				
Welch, Daniel	6/28/2025	.50	305.00	152.50
Review cert				
Totals		5.50		1,677.50
Total Labor				1,677.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,677.50	5,167.25	6,844.75
Limit			13,000.00
Remaining			6,155.25

Total this Phase \$1,677.50

Phase 02 Reimbursable Expenses

Billing Limits	Current	Prior	To-Date
Expense	0.00	0.00	0.00
Limit			250.00
Remaining			250.00

Total this Phase 0.00

Total This Invoice \$1,677.50

Outstanding Invoices

Number	Date	Balance
219316	4/8/2025	325.00
220188	6/2/2025	457.50
Total		782.50



14775 Old St. Augustine Road, Jacksonville, FL 32258

etmnc.com | 904.642.8990

Stacie Vanderbilt
Landings Community Development District
219 E. Livingston Street
Orlando, FL 32801

July 08, 2025

Invoice No: 220745

Total This Invoice	\$3,930.00
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Project 20338.03005 The Landings Limited Construction Administration Services Phase 1 Work
Authorization #5

Professional Services rendered through June 28, 2025

Phase 01 Limited Con. Admin. Services - Phase 1

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	43,048.00	43,048.00
Limit			43,335.00
Remaining			287.00

Total this Phase 0.00

Phase 02 Progress Meetings

Labor

		Hours	Rate	Amount
CEI Sr. Inspector				
Kellum, Douglas	6/7/2025	1.00	180.00	180.00
Kellum, Douglas	6/14/2025	1.00	180.00	180.00
Principal - Vice President				
Welch, Daniel	6/7/2025	2.00	305.00	610.00
Welch, Daniel	6/14/2025	1.50	305.00	457.50
Senior Construction Representative				
Rodgers, Larry	5/31/2025	.50	205.00	102.50
Rodgers, Larry	6/7/2025	1.00	205.00	205.00
Rodgers, Larry	6/14/2025	3.00	205.00	615.00
Rodgers, Larry	6/21/2025	2.00	205.00	410.00
Construction Representative				
Goodman, John	5/31/2025	2.00	180.00	360.00
Goodman, John	6/7/2025	4.50	180.00	810.00
Totals		18.50		3,930.00

Total Labor 3,930.00

Billing Limits	Current	Prior	To-Date
Total Billings	3,930.00	0.00	3,930.00
Limit			11,268.00
Remaining			7,338.00

Total this Phase \$3,930.00

Phase 03 Reimbursable Expenses

Project	20338.03005	The Landings Limited CA Svcs Ph1 WA#5	Invoice	220745
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Billing Limits	Current	Prior	To-Date	
Expense	0.00	0.00	0.00	
Limit			3,500.00	
Remaining			3,500.00	
		Total this Phase		0.00
		Total This Invoice		<u>\$3,930.00</u>

Outstanding Invoices

Number	Date	Balance
218693	3/3/2025	5,632.00
219317	4/8/2025	4,790.00
219637	5/5/2025	6,750.00
220189	6/2/2025	4,688.75
Total		21,860.75

SECTION B

**FORM OF REQUISITION
LANDINGS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025**

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 Second Supplemental Trust Indenture dated as of June 1, 2025, (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: **KL Seminole Trace LLC**
- (C) Amount Payable: **\$2,882,867.78**
- (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 partial progress for Phase 1 & Offsite Improvements (Pay Apps #1-4)**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: ***Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund***

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.

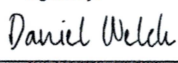
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

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.

Signed by:
_____
4B577E40FFDF4B9...
Consulting Engineer

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[LANDINGS CDD ("DISTRICT") – PHASE 1 & OFFSITE PROJECT]**

Payment Applications #1-4 (together, "**Pay Application**")

Total Pay Application Amount: \$5,128,118.43

CDD Eligible Amount: \$2,882,867.78

Developer: KL Seminole Trace LLC ("**Developer**")

Contractor: Hazen Construction LLC ("**Contractor**")

Site CDD Work Contract: *Contractor Agreement*, dated February 12, 2025 ("**Contract**")

Engineer's Report: *Master Engineer's Report*, dated September 8, 2022, as supplemented from time to time (together, "**Engineer's Report**")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "**CDD Work**" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "**Project**" as defined in the Engineer's Report ("**CDD Improvements**"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated _____, 2025.

KL SEMINOLE TRACE LLC

Name: James P. Harvey

Title: Authorized Signatory

Date: June 26, 2025

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

ENGLAND-THIMS & MILLER, INC.

Name: Daniel Welch

Title: Principal Vice President

Date: 6/25/2025

Exhibit A: Payment Application, with District Items Identified
Exhibit B: Contractor Partial Release for Payment Application

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[LANDINGS CDD – PHASE 1 & OFFSITE PROJECT]

Payment Applications #1-4 (together, "**Pay Application**")

Total Pay Application Amount: \$5,128,118.43

CDD Eligible Amount: \$2,882,867.78

Contractor: Hazen Construction LLC ("**Contractor**")

Site Work Contract: *Contractor Agreement*, dated February 12, 2025 ("**Contract**")

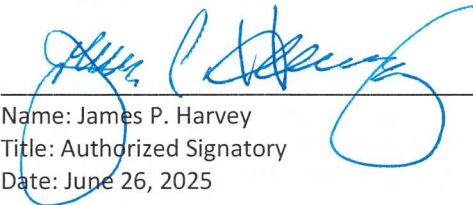
THIS BILL OF SALE is made to be effective as of the 27th day of June, 2025, by and between **KL Seminole Trace LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1st Street, Delray Beach, Florida 33444 and **Landings Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 219 East Livingston Street, Orlando, Florida 32801.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

KL SEMINOLE TRACE LLC



Name: James P. Harvey
Title: Authorized Signatory
Date: June 26, 2025

Exhibit A: Pay Application, with District Items Identified

APPLICATION AND CERTIFICATE FOR PAYMENT

To: **KL Seminole Trace LLC**
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT: **Seminole Trace Phase 1**

APPLICATION NO: **1**

Distribution to:
☐ LEGAL FILE
☐ ACCOUNTING
☐ FIELD
☐ CONTRACTOR
☐ ARCHITECT
☐

PROJECT NO: **718**

PERIOD TO: **2/28/2025**

FROM **Hazen Construction, LLC**
 (CONTRACTOR) **1599 Tionia Road**
New Smyrna Beach, Florida 32168

ARCHITECT: **England, Thims, & Miller Inc**
14775 Old St. Augustine Rd
Jacksonville, FL 32258

CONTRACT FOR:

CONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		VALUES
TOTAL		
Approved This Month		
Number	Date Approved	
TOTALS		\$0.00
Net change by Change Orders		\$0.00

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

CONTRACTOR: **Hazen Construction, LLC**

By: [Signature] Date: 3/4/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, which is attached.

1. ORIGINAL CONTRACT SUM	\$11,504,736.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$11,504,736.00
4. TOTAL COMPLETED & STORED TO DATE	\$686,129.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work ⁽¹⁾	68,612.90
(Column D + E on G703)	
b. 10% of Stored Material	-
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$68,612.90
6. TOTAL EARNED LESS RETAINAGE	\$617,516.10
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$617,516.10
9. BALANCE TO FINISH, PLUS RETAINAGE	\$10,887,219.90
(Line 3 less line 6)	

State of: FLORIDA

County of: VOLUSIA

Subscribed and sworn to before me this 4th March 2025

Notary Public: [Signature]

My Commission expires:

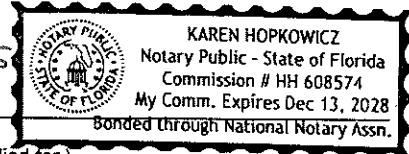
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ 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.



CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

 CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION #

1

APPLICATION DATE:

3/4/2025

PERIOD FROM:

2/1/2025

TO:

2/28/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
1	SANITARY SEWER SYSTEM									
2	48" diameter manhole 0'-6'		31,296.00	-	-	-	-	0%	31,296.00	-
3	48" diameter manhole 6'-8'		110,460.00	-	-	-	-	0%	110,460.00	-
4	48" diameter manhole 8'-10'		85,778.00	-	-	-	-	0%	85,778.00	-
5	48" diameter manhole 10'-12'		49,973.00	-	-	-	-	0%	49,973.00	-
6	48" diameter manhole 12'-14'		31,568.00	-	-	-	-	0%	31,568.00	-
7	48" diameter manhole 18'-20'		9,519.00	-	-	-	-	0%	9,519.00	-
8	48" diameter drop manhole 10'-12'		15,402.00	-	-	-	-	0%	15,402.00	-
9	48" diameter drop manhole 12'-14'		16,146.00	-	-	-	-	0%	16,146.00	-
10	48" diameter drop manhole 16'-18'		10,066.00	-	-	-	-	0%	10,066.00	-
11	48" diameter lined manhole 12'-14'		12,496.00	-	-	-	-	0%	12,496.00	-
12	48" diameter lined drop manhole 18'-20'		17,939.00	-	-	-	-	0%	17,939.00	-
13	8" SDR-26 4'-6'		7,644.00	-	-	-	-	0%	7,644.00	-
14	8" SDR-26 6'-8'		146,188.00	-	-	-	-	0%	146,188.00	-
15	8" SDR-26 8'-10'		189,700.00	-	-	-	-	0%	189,700.00	-
16	8" SDR-26 10'-12'		147,420.00	-	-	-	-	0%	147,420.00	-
17	8" SDR-26 12'-14'		47,488.00	-	-	-	-	0%	47,488.00	-
18	8" SDR-26 16'-18'		10,626.00	-	-	-	-	0%	10,626.00	-
19	8" SDR-26 18'-20'		10,360.00	-	-	-	-	0%	10,360.00	-
20	8" DIP P401 lined 0'-4'		52,000.00	-	-	-	-	0%	52,000.00	-
21	8" DIP P401 lined 14'-16'		12,400.00	-	-	-	-	0%	12,400.00	-
22	8" DIP P401 lined 18'-20'		10,560.00	-	-	-	-	0%	10,560.00	-
23	6" single service off SDR-26		287,076.00	-	-	-	-	0%	287,076.00	-

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718

APPLICATION # 1
APPLICATION DATE: 3/4/2025
PERIOD FROM: 2/1/2025
TO: 2/28/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
24	6" single service off C-900		22,219.00	-	-	-	-	0%	22,219.00	-
25	Lift station #1		437,442.00	-	-	-	-	0%	437,442.00	-
26	Lift station #2		458,974.00	-	-	-	-	0%	458,974.00	-
27	6" DR-18 force main		55,900.00	-	-	-	-	0%	55,900.00	-
28	4" DR-18 force main		110,880.00	-	-	-	-	0%	110,880.00	-
29	6" plug valve		15,426.00	-	-	-	-	0%	15,426.00	-
30	4" plug valve		9,726.00	-	-	-	-	0%	9,726.00	-
31	2" air release valve		33,222.00	-	-	-	-	0%	33,222.00	-
32	Miscellaneous materials		6,000.00	-	-	-	-	0%	6,000.00	-
33										
34	POTABLE WATER SYSTEM									
35	Connect to existing w/ 12" sleeve		1,619.00		-	-	-	0%	1,619.00	-
36	16" DR-18 water main		31,680.00		-	-	-	0%	31,680.00	-
37	12" DR-18 water main		340,400.00		-	-	-	0%	340,400.00	-
38	8" DR-18 water main		325,440.00		-	-	-	0%	325,440.00	-
39	4" DR-18 water main		19,720.00		-	-	-	0%	19,720.00	-
40	16" gate valve		11,316.00		-	-	-	0%	11,316.00	-
41	12" gate valve		64,308.00		-	-	-	0%	64,308.00	-
42	8" gate valve		65,520.00		-	-	-	0%	65,520.00	-
43	4" gate valve		3,924.00		-	-	-	0%	3,924.00	-
44	Fire hydrant assembly		216,275.00		-	-	-	0%	216,275.00	-
45	1" single service		220,806.00		-	-	-	0%	220,806.00	-
46	2" Flushing hydrant assembly		11,727.00		-	-	-	0%	11,727.00	-
47	Miscellaneous materials		4,000.00		-	-	-	0%	4,000.00	-

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC

JOB NO: 718

APPLICATION #

APPLICATION DATE:

PERIOD FROM:

TO:

1

3/4/2025

2/1/2025

2/28/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
48									
49	REUSE WATER SYSTEM								
50	Connect to existing 8" w/ sleeve	1,369.00		-	-	-	0%	1,369.00	-
51	8" DR-18 reuse main	613,600.00		-	-	-	0%	613,600.00	-
52	8" gate valve	91,728.00		-	-	-	0%	91,728.00	-
53	1" single service	260,680.00		-	-	-	0%	260,680.00	-
54	2" Flushing hydrant assembly	11,727.00		-	-	-	0%	11,727.00	-
55	Miscellaneous materials	4,000.00		-	-	-	0%	4,000.00	-
56									
57	STORM DRAINAGE SYSTEM								
58	18" RCP	72,352.00	-	-	-	-	0%	72,352.00	-
59	24" RCP	495,552.00	-	-	-	-	0%	495,552.00	-
60	30" RCP	155,832.00	-	-	-	-	0%	155,832.00	-
61	36" RCP	49,504.00	-	-	-	-	0%	49,504.00	-
62	42" RCP	182,016.00	-	-	-	-	0%	182,016.00	-
63	Type "C" inlets	63,912.00	-	-	-	-	0%	63,912.00	-
64	Type '9' curb inlet single w/ apron	200,088.00	-	-	-	-	0%	200,088.00	-
65	Type '9' curb inlet double w/ apron	155,648.00	-	-	-	-	0%	155,648.00	-
66	Valley curb inlet single w/ apron	8,075.00	-	-	-	-	0%	8,075.00	-
67	Valley curb inlet double w/ apron	11,381.00	-	-	-	-	0%	11,381.00	-
68	Storm manhole	70,741.00	-	-	-	-	0%	70,741.00	-
69	Drainage control structure w/o skimmer	58,560.00	-	-	-	-	0%	58,560.00	-
70	18" MES	6,639.00	-	-	-	-	0%	6,639.00	-
71	24" MES	59,489.00	-	-	-	-	0%	59,489.00	-

CONTINUATION SHEET
 BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.
 All amounts are stated to the nearest dollar.

APPLICATION #1
 APPLICATION DATE: 3/4/2025
 PERIOD FROM: 2/1/2025
 TO: 2/28/2025

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
72	30" MES		9,255.00	-	-	-	-	0%	9,255.00	-
73	36" MES		20,766.00	-	-	-	-	0%	20,766.00	-
74	42" MES		55,134.00	-	-	-	-	0%	55,134.00	-
75	Miscellaneous materials		5,500.00	-	-	-	-	0%	5,500.00	-
76										
77	ROADWAY									
78	Inlet protection		15,250.00	-	-	-	-	0%	15,250.00	-
79	Grading		95,678.00	-	-	-	-	0%	95,678.00	-
80	8" Sub Grade for sidewalk 4"		6,084.00	-	-	-	-	0%	6,084.00	-
81	12" Sub Grade		333,280.00	-	-	-	-	0%	333,280.00	-
82	6" Limerock		681,560.00	-	-	-	-	0%	681,560.00	-
83	1" Asphalt SP-9.5 (bottom lift)		374,858.00	-	-	-	-	0%	374,858.00	-
84	1" Asphalt SP-9.5 (top lift)		408,936.00	-	-	-	-	0%	408,936.00	-
85	Curb Type "F"		18,740.00	-	-	-	-	0%	18,740.00	-
86	Curb Type "C"		13,120.00	-	-	-	-	0%	13,120.00	-
87	Miami curb and gutter		401,869.00	-	-	-	-	0%	401,869.00	-
88	2' Valley Curb and Gutter		2,825.00	-	-	-	-	0%	2,825.00	-
89	Sidewalk 4"		54,774.00	-	-	-	-	0%	54,774.00	-
90	Lift station driveway 6"		12,528.00	-	-	-	-	0%	12,528.00	-
91	5' Wide Truncated Dome H/C Ramps		23,100.00	-	-	-	-	0%	23,100.00	-
92	Sod restoration		25,560.00	-	-	-	-	0%	25,560.00	-
93	Seed and mulch restoration		9,692.00	-	-	-	-	0%	9,692.00	-
94	Striping and Signage		24,444.00	-	-	-	-	0%	24,444.00	-

All amounts are stated to the nearest dollar.

1

3/4/2025

2/1/2025

2/28/2025

[illegible]

CONTINUATION SHEET
BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.
All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718

APPLICATION # 1
APPLICATION DATE: 3/4/2025
PERIOD FROM: 2/1/2025
TO: 2/28/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
119	ROADWAY									
120	Demo existing asphalt 5' wide		6,468.00	-	-	-	-	0%	6,468.00	-
121	Demo existing sidewalk		21,418.00	-	21,418.00	-	21,418.00	100%	0.00	2,141.80
122	Maintenance of traffic		68,338.00	-	-	-	-	0%	68,338.00	-
123	Grading		46,224.00	-	-	-	-	0%	46,224.00	-
124	8" Sub Grade for sidewalk 4"		12,630.00	-	-	-	-	0%	12,630.00	-
125	12" Sub Grade		24,320.00	-	-	-	-	0%	24,320.00	-
126	10" limerock heavy duty asphalt		79,040.00	-	-	-	-	0%	79,040.00	-
127	2" Asphalt SP-12.5 (bottom lift)		57,760.00	-	-	-	-	0%	57,760.00	-
128	1" Asphalt SP-9.5 (top lift)		39,520.00	-	-	-	-	0%	39,520.00	-
129	Curb Type "F"		240.00	-	-	-	-	0%	240.00	-
130	Sidewalk 4"		113,688.00	-	-	-	-	0%	113,688.00	-
131	5' Wide Truncated Dome H/C Ramps		1,650.00	-	-	-	-	0%	1,650.00	-
132	Concrete flumes		6,274.00	-	-	-	-	0%	6,274.00	-
133	Sod restoration		87,868.00	-	-	-	-	0%	87,868.00	-
134	Striping and Signage		29,576.00	-	-	-	-	0%	29,576.00	-
135	Surveying layout		17,224.00	-	8,440.00	-	8,440.00	49%	8,784.00	844.00
136	Asbuilt		12,190.00	-	-	-	-	0%	12,190.00	-
137	Miscellaneous		4,000.00	-	-	-	-	0%	4,000.00	-
	TOTAL PAGE		11,504,736.00	-	686,129.00	-	686,129.00	6%	10,818,607.00	68,612.90

APPLICATION AND CERTIFICATE FOR PAYMENT

To: KL Seminole Trace LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637	PROJECT: Seminole Trace Phase 1 PROJECT NO: 718	APPLICATION NO: 2 PERIOD TO: 3/31/2025
FROM: Hazen Construction, LLC (CONTRACTOR) 1599 Tionia Road New Smyrna Beach, Florida 32168	ARCHITECT: England, Thims, & Miller Inc 14775 Old St. Augustine Rd Jacksonville, FL 32258	Distribution to: <input type="checkbox"/> LEGAL FILE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> FIELD <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ARCHITECT <input type="checkbox"/>

CONTRACT FOR:

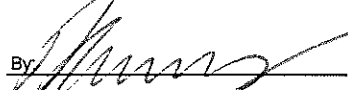
CONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		VALUES
TOTAL		
Approved This Month		
Number	Date Approved	
TOTALS		\$0.00
Net change by Change Orders		\$0.00

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

CONTRACTOR: Hazen Construction, LLC

By:  Date: 3/25/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

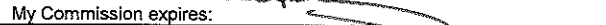
Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, which is attached.

1. ORIGINAL CONTRACT SUM	\$11,504,736.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$11,504,736.00
4. TOTAL COMPLETED & STORED TO DATE	\$2,244,492.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work ⁽¹⁾	224,449.20
(Column D + E on G703)	
b. 10% of Stored Material	-
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	
	\$224,449.20
6. TOTAL EARNED LESS RETAINAGE	\$2,020,042.80
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$617,516.10
8. CURRENT PAYMENT DUE	\$1,402,526.70
9. BALANCE TO FINISH, PLUS RETAINAGE	\$9,484,693.20
(Line 3 less line 6)	

State of: FLORIDA County of: VOLUSIA

Subscribed and sworn to before me this 25 day March 2025

Notary Public: 

My Commission expires: 

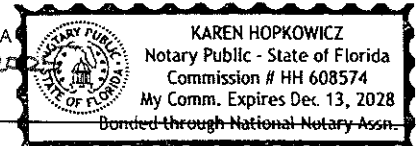
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ 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.



CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION # 2
 APPLICATION DATE: 3/24/2025
 PERIOD FROM: 3/1/2025
 TO: 3/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
1	SANITARY SEWER SYSTEM									
2	48" diameter manhole 0'-6'		31,296.00	-	3,286.00	-	3,286.00	10%	28,010.00	328.60
3	48" diameter manhole 6'-8'		110,460.00	-	6,959.00	-	6,959.00	6%	103,501.00	695.90
4	48" diameter manhole 8'-10'		85,778.00	-	18,381.00	-	18,381.00	21%	67,397.00	1,838.10
5	48" diameter manhole 10'-12'		49,973.00	-	20,846.00	-	20,846.00	42%	29,127.00	2,084.60
6	48" diameter manhole 12'-14'		31,568.00	-	9,944.00	-	9,944.00	32%	21,624.00	994.40
7	48" diameter manhole 18'-20'		9,519.00	-	-	-	-	0%	9,519.00	-
8	48" diameter drop manhole 10'-12'		15,402.00	-	-	-	-	0%	15,402.00	-
9	48" diameter drop manhole 12'-14'		16,146.00	-	-	-	-	0%	16,146.00	-
10	48" diameter drop manhole 16'-18'		10,066.00	-	-	-	-	0%	10,066.00	-
11	48" diameter lined manhole 12'-14'		12,496.00	-	12,496.00	-	12,496.00	100%	0.00	1,249.60
12	48" diameter lined drop manhole 18'-20'		17,939.00	-	-	-	-	0%	17,939.00	-
13	8" SDR-26 4'-6'		7,644.00	-	841.00	-	841.00	11%	6,803.00	84.10
14	8" SDR-26 6'-8'		146,188.00	-	8,771.00	-	8,771.00	6%	137,417.00	877.10
15	8" SDR-26 8'-10'		189,700.00	-	39,837.00	-	39,837.00	21%	149,863.00	3,983.70
16	8" SDR-26 10'-12'		147,420.00	-	61,916.00	-	61,916.00	42%	85,504.00	6,191.60
17	8" SDR-26 12'-14'		47,488.00	-	15,196.00	-	15,196.00	32%	32,292.00	1,519.60
18	8" SDR-26 16'-18'		10,626.00	-	-	-	-	0%	10,626.00	-
19	8" SDR-26 18'-20'		10,360.00	-	-	-	-	0%	10,360.00	-
20	8" DIP P401 lined 0'-4'		52,000.00	-	-	-	-	0%	52,000.00	-
21	8" DIP P401 lined 14'-16'		12,400.00	-	-	-	-	0%	12,400.00	-
22	8" DIP P401 lined 18'-20'		10,560.00	-	9,398.00	-	9,398.00	89%	1,162.00	939.80
23	6" single service off SDR-26		287,076.00	-	61,080.00	-	61,080.00	21%	225,996.00	6,108.00

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

 CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

 APPLICATION #
 APPLICATION DATE:
 PERIOD FROM:
 TO:

 2
 3/24/2025
 3/1/2025
 3/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
24	6" single service off C-900		22,219.00	-	-	-	-	0%	22,219.00	-
25	Lift station #1		437,442.00	-	74,365.00	-	74,365.00	17%	363,077.00	7,436.50
26	Lift station #2		458,974.00	-	-	-	-	0%	458,974.00	-
27	6" DR-18 force main		55,900.00	-	-	-	-	0%	55,900.00	-
28	4" DR-18 force main		110,880.00	-	-	-	-	0%	110,880.00	-
29	6" plug valve		15,426.00	-	-	-	-	0%	15,426.00	-
30	4" plug valve		9,726.00	-	-	-	-	0%	9,726.00	-
31	2" air release valve		33,222.00	-	-	-	-	0%	33,222.00	-
32	Miscellaneous materials		6,000.00	-	1,260.00	-	1,260.00	21%	4,740.00	126.00
33										
34	POTABLE WATER SYSTEM									
35	Connect to existing w/ 12" sleeve		1,619.00	-	-	-	-	0%	1,619.00	-
36	16" DR-18 water main		31,680.00	-	-	-	-	0%	31,680.00	-
37	12" DR-18 water main		340,400.00	-	-	-	-	0%	340,400.00	-
38	8" DR-18 water main		325,440.00	-	-	-	-	0%	325,440.00	-
39	4" DR-18 water main		19,720.00	-	-	-	-	0%	19,720.00	-
40	16" gate valve		11,316.00	-	-	-	-	0%	11,316.00	-
41	12" gate valve		64,308.00	-	-	-	-	0%	64,308.00	-
42	8" gate valve		65,520.00	-	-	-	-	0%	65,520.00	-
43	4" gate valve		3,924.00	-	-	-	-	0%	3,924.00	-
44	Fire hydrant assembly		216,275.00	-	-	-	-	0%	216,275.00	-
45	1" single service		220,806.00	-	-	-	-	0%	220,806.00	-
46	2" Flushing hydrant assembly		11,727.00	-	-	-	-	0%	11,727.00	-
47	Miscellaneous materials		4,000.00	-	-	-	-	0%	4,000.00	-

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION #
 APPLICATION DATE:
 PERIOD FROM:
 TO:

2
 3/24/2025
 3/1/2025
 3/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
48										
49	REUSE WATER SYSTEM									
50	Connect to existing 8" w/ sleeve		1,369.00	-	-	-	-	0%	1,369.00	-
51	8" DR-18 reuse main		613,600.00	-	-	-	-	0%	613,600.00	-
52	8" gate valve		91,728.00	-	-	-	-	0%	91,728.00	-
53	1" single service		260,680.00	-	-	-	-	0%	260,680.00	-
54	2" Flushing hydrant assembly		11,727.00	-	-	-	-	0%	11,727.00	-
55	Miscellaneous materials		4,000.00	-	-	-	-	0%	4,000.00	-
56										
57	STORM DRAINAGE SYSTEM									
58	18" RCP		72,352.00	-	31,111.00	-	31,111.00	43%	41,241.00	3,111.10
59	24" RCP		495,552.00	-	118,932.00	-	118,932.00	24%	376,620.00	11,893.20
60	30" RCP		155,832.00	-	67,008.00	-	67,008.00	43%	88,824.00	6,700.80
61	36" RCP		49,504.00	-	21,287.00	-	21,287.00	43%	28,217.00	2,128.70
62	42" RCP		182,016.00	-	22,291.00	-	22,291.00	12%	159,725.00	2,229.10
63	Type "C" inlets		63,912.00	-	-	-	-	0%	63,912.00	-
64	Type '9' curb inlet single w/ apron		200,088.00	-	-	-	-	0%	200,088.00	-
65	Type '9' curb inlet double w/ apron		155,648.00	-	-	-	-	0%	155,648.00	-
66	Valley curb inlet single w/ apron		8,075.00	-	-	-	-	0%	8,075.00	-
67	Valley curb inlet double w/ apron		11,381.00	-	-	-	-	0%	11,381.00	-
68	Storm manhole		70,741.00	-	-	-	-	0%	70,741.00	-
69	Drainage control structure w/o skimmer		58,560.00	-	-	-	-	0%	58,560.00	-
70	18" MES		6,639.00	-	952.00	-	952.00	14%	5,687.00	95.20
71	24" MES		59,489.00	-	6,732.00	-	6,732.00	11%	52,757.00	673.20

CONTINUATION SHEET
BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.
All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718

APPLICATION # 2
APPLICATION DATE: 3/24/2025
PERIOD FROM: 3/1/2025
TO: 3/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
72	30" MES		9,255.00	-	1,327.00	-	1,327.00	14%	7,928.00	132.70
73	36" MES		20,766.00	-	2,976.00	-	2,976.00	14%	17,790.00	297.60
74	42" MES		55,134.00	-	3,951.00	-	3,951.00	7%	51,183.00	395.10
75	Miscellaneous materials		5,500.00	-	-	-	-	0%	5,500.00	-
76										
77	ROADWAY									
78	Inlet protection		15,250.00	-	-	-	-	0%	15,250.00	-
79	Grading		95,678.00	-	-	-	-	0%	95,678.00	-
80	8" Sub Grade for sidewalk 4"		6,084.00	-	-	-	-	0%	6,084.00	-
81	12" Sub Grade		333,280.00	-	-	-	-	0%	333,280.00	-
82	6" Limerock		681,560.00	-	-	-	-	0%	681,560.00	-
83	1" Asphalt SP-9.5 (bottom lift)		374,858.00	-	-	-	-	0%	374,858.00	-
84	1" Asphalt SP-9.5 (top lift)		408,936.00	-	-	-	-	0%	408,936.00	-
85	Curb Type "F"		18,740.00	-	-	-	-	0%	18,740.00	-
86	Curb Type "C"		13,120.00	-	-	-	-	0%	13,120.00	-
87	Miami curb and gutter		401,869.00	-	-	-	-	0%	401,869.00	-
88	2' Valley Curb and Gutter		2,825.00	-	-	-	-	0%	2,825.00	-
89	Sidewalk 4"		54,774.00	-	-	-	-	0%	54,774.00	-
90	Lift station driveway 6"		12,528.00	-	-	-	-	0%	12,528.00	-
91	5' Wide Truncated Dome H/C Ramps		23,100.00	-	-	-	-	0%	23,100.00	-
92	Sod restoration		25,560.00	-	-	-	-	0%	25,560.00	-
93	Seed and mulch restoration		9,692.00	-	-	-	-	0%	9,692.00	-
94	Striping and Signage		24,444.00	-	-	-	-	0%	24,444.00	-

APPLICATION # 2
APPLICATION DATE: 3/24/2025
PERIOD FROM: 3/1/2025
TO: 3/31/2025

[illegible]

CONTINUATION SHEET
 BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.
 All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION # 2
 APPLICATION DATE: 3/24/2025
 PERIOD FROM: 3/1/2025
 TO: 3/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
119	ROADWAY									
120	Demo existing asphalt 5' wide		6,468.00	-	-	-	-	0%	6,468.00	-
121	Demo existing sidewalk		21,418.00	21,418.00	-	-	21,418.00	100%	0.00	2,141.80
122	Maintenance of traffic		68,338.00	-	-	-	-	0%	68,338.00	-
123	Grading		46,224.00	-	-	-	-	0%	46,224.00	-
124	8" Sub Grade for sidewalk 4"		12,630.00	-	-	-	-	0%	12,630.00	-
125	12" Sub Grade		24,320.00	-	-	-	-	0%	24,320.00	-
126	10" limerock heavy duty asphalt		79,040.00	-	-	-	-	0%	79,040.00	-
127	2" Asphalt SP-12.5 (bottom lift)		57,760.00	-	-	-	-	0%	57,760.00	-
128	1" Asphalt SP-9.5 (top lift)		39,520.00	-	-	-	-	0%	39,520.00	-
129	Curb Type "F"		240.00	-	-	-	-	0%	240.00	-
130	Sidewalk 4"		113,688.00	-	-	-	-	0%	113,688.00	-
131	5' Wide Truncated Dome H/C Ramps		1,650.00	-	-	-	-	0%	1,650.00	-
132	Concrete flumes		6,274.00	-	-	-	-	0%	6,274.00	-
133	Sod restoration		87,868.00	-	78,203.00	-	78,203.00	89%	9,665.00	7,820.30
134	Striping and Signage		29,576.00	-	-	-	-	0%	29,576.00	-
135	Surveying layout		17,224.00	8,440.00	4,134.00	-	12,574.00	73%	4,650.00	1,257.40
136	Asbuilt		12,190.00	-	3,779.00	-	3,779.00	31%	8,411.00	377.90
137	Miscellaneous		4,000.00	-	720.00	-	720.00	18%	3,280.00	72.00
	TOTAL PAGE		11,504,736.00	686,129.00	1,558,363.00	-	2,244,492.00	20%	9,260,244.00	224,449.20

APPLICATION AND CERTIFICATE FOR PAYMENT

To: KL Seminole Trace LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637	PROJECT: Seminole Trace Phase 1 PROJECT NO: 718	APPLICATION NO: 3 PERIOD TO: 4/30/2025
FROM Hazen Construction, LLC (CONTRACTOR) 1599 Tionia Road New Smyrna Beach, Florida 32168	ARCHITECT: England, Thims, & Miller Inc 14775 Old St. Augustine Rd Jacksonville, FL 32258	Distribution to: <input type="checkbox"/> LEGAL FILE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> FIELD <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ARCHITECT <input type="checkbox"/>

CONTRACT FOR:

CONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		VALUES
Change Orders approved in previous months by Owner		
TOTAL		
Approved This Month		
Number	Date Approved	
1	3/26/2025	(\$150,976.80)
TOTALS		(\$150,976.80)
Net change by Change Orders		(\$150,976.80)

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

CONTRACTOR: Hazen Construction, LLC

By: [Signature] Date: 4/25/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, which is attached.

1. ORIGINAL CONTRACT SUM	\$11,504,736.00
2. Net change by Change Orders	(\$150,976.80)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$11,353,759.20
4. TOTAL COMPLETED & STORED TO DATE	\$3,710,618.20
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work ⁽¹⁾	371,061.82
(Column D + E on G703)	
b. 10% of Stored Material	-
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$371,061.82
6. TOTAL EARNED LESS RETAINAGE	\$3,339,556.38
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,020,042.80
8. CURRENT PAYMENT DUE	\$1,319,513.58
9. BALANCE TO FINISH, PLUS RETAINAGE	\$8,014,202.82
(Line 3 less line 6)	

State of: FLORIDA County of: VOLUSIA
 Subscribed and sworn to before me this 25 April 2025
 Notary Public: [Signature]
 My Commission expires: _____

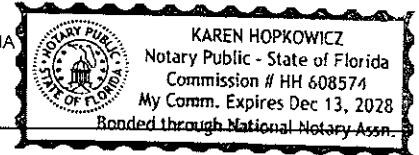
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ 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.



CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718APPLICATION # 3
APPLICATION DATE: 4/25/2025
PERIOD FROM: 4/1/2025
TO: 4/30/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
1	SANITARY SEWER SYSTEM								
2	48" diameter manhole 0'-6'	31,296.00	3,286.00	5,790.00	-	9,076.00	29%	22,220.00	907.60
3	48" diameter manhole 6'-8'	110,460.00	6,959.00	22,865.00	-	29,824.00	27%	80,636.00	2,982.40
4	48" diameter manhole 8'-10'	85,778.00	18,381.00	4,779.00	-	23,160.00	27%	62,618.00	2,316.00
5	48" diameter manhole 10'-12'	49,973.00	20,846.00	3,641.00	-	24,487.00	49%	25,486.00	2,448.70
6	48" diameter manhole 12'-14'	31,568.00	9,944.00	9,312.00	-	19,256.00	61%	12,312.00	1,925.60
7	48" diameter manhole 18'-20'	9,519.00	-	-	-	-	0%	9,519.00	-
8	48" diameter drop manhole 10'-12'	15,402.00	-	9,703.00	-	9,703.00	63%	5,699.00	970.30
9	48" diameter drop manhole 12'-14'	16,146.00	-	-	-	-	0%	16,146.00	-
10	48" diameter drop manhole 16'-18'	10,066.00	-	-	-	-	0%	10,066.00	-
11	48" diameter lined manhole 12'-14'	12,496.00	12,496.00	-	-	12,496.00	100%	0.00	1,249.60
12	48" diameter lined drop manhole 18'-20'	17,939.00	-	-	-	-	0%	17,939.00	-
13	8" SDR-26 4'-6'	7,644.00	841.00	3,822.00	-	4,663.00	61%	2,981.00	466.30
14	8" SDR-26 6'-8'	146,188.00	8,771.00	20,467.00	-	29,238.00	20%	116,950.00	2,923.80
15	8" SDR-26 8'-10'	189,700.00	39,837.00	9,485.00	-	49,322.00	26%	140,378.00	4,932.20
16	8" SDR-26 10'-12'	147,420.00	61,916.00	8,846.00	-	70,762.00	48%	76,658.00	7,076.20
17	8" SDR-26 12'-14'	47,488.00	15,196.00	14,721.00	-	29,917.00	63%	17,571.00	2,991.70
18	8" SDR-26 16'-18'	10,626.00	-	-	-	-	0%	10,626.00	-
19	8" SDR-26 18'-20'	10,360.00	-	-	-	-	0%	10,360.00	-
20	8" DIP P401 lined 0'-4'	52,000.00	-	-	-	-	0%	52,000.00	-
21	8" DIP P401 lined 14'-16'	12,400.00	-	-	-	-	0%	12,400.00	-
22	8" DIP P401 lined 18'-20'	10,560.00	9,398.00	-	-	9,398.00	89%	1,162.00	939.80
23	6" single service off SDR-26	287,076.00	61,080.00	45,138.00	-	106,218.00	37%	180,858.00	10,621.80

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718

APPLICATION #

3

APPLICATION DATE:

4/25/2025

PERIOD FROM:

4/1/2025

TO:

4/30/2025

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
24	6" single service off C-900		22,219.00	-	-	-	-	0%	22,219.00	-
25	Lift station #1		437,442.00	74,365.00	91,863.00	-	166,228.00	38%	271,214.00	16,622.80
26	Lift station #2		458,974.00	-	-	-	-	0%	458,974.00	-
27	6" DR-18 force main		55,900.00	-	29,240.00	-	29,240.00	52%	26,660.00	2,924.00
28	4" DR-18 force main		110,880.00	-	36,590.00	-	36,590.00	33%	74,290.00	3,659.00
29	6" plug valve		15,426.00	-	5,142.00	-	5,142.00	33%	10,284.00	514.20
30	4" plug valve		9,726.00	-	3,210.00	-	3,210.00	33%	6,516.00	321.00
31	2" air release valve		33,222.00	-	-	-	-	0%	33,222.00	-
32	Miscellaneous materials		6,000.00	1,260.00	420.00	-	1,680.00	28%	4,320.00	168.00
33										
34	POTABLE WATER SYSTEM									
35	Connect to existing w/ 12" sleeve		1,619.00	-	-	-	-	0%	1,619.00	-
36	16" DR-18 water main		31,680.00	-	31,680.00	-	31,680.00	100%	0.00	3,168.00
37	12" DR-18 water main		340,400.00	-	39,960.00	-	39,960.00	12%	300,440.00	3,996.00
38	8" DR-18 water main		325,440.00	-	87,869.00	-	87,869.00	27%	237,571.00	8,786.90
39	4" DR-18 water main		19,720.00	-	2,564.00	-	2,564.00	13%	17,156.00	256.40
40	16" gate valve		11,316.00	-	11,316.00	-	11,316.00	100%	0.00	1,131.60
41	12" gate valve		64,308.00	-	18,006.00	-	18,006.00	28%	46,302.00	1,800.60
42	8" gate valve		65,520.00	-	5,897.00	-	5,897.00	9%	59,623.00	589.70
43	4" gate valve		3,924.00	-	1,059.00	-	1,059.00	27%	2,865.00	105.90
44	Fire hydrant assembly		216,275.00	-	38,930.00	-	38,930.00	18%	177,345.00	3,893.00
45	1" single service		220,806.00	-	35,329.00	-	35,329.00	16%	185,477.00	3,532.90
46	2" Flushing hydrant assembly		11,727.00	-	-	-	-	0%	11,727.00	-
47	Miscellaneous materials		4,000.00	-	720.00	-	720.00	18%	3,280.00	72.00

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718

APPLICATION #

3

APPLICATION DATE:

4/25/2025

PERIOD FROM:

4/1/2025

TO:

4/30/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
48									
49	REUSE WATER SYSTEM								
50	Connect to existing 8" w/ sleeve	1,369.00	-	-	-	-	0%	1,369.00	-
51	8" DR-18 reuse main	613,600.00	-	98,176.00	-	98,176.00	16%	515,424.00	9,817.60
52	8" gate valve	91,728.00	-	14,676.00	-	14,676.00	16%	77,052.00	1,467.60
53	1" single service	260,680.00	-	39,102.00	-	39,102.00	15%	221,578.00	3,910.20
54	2" Flushing hydrant assembly	11,727.00	-	-	-	-	0%	11,727.00	-
55	Miscellaneous materials	4,000.00	-	600.00	-	600.00	15%	3,400.00	60.00
56									
57	STORM DRAINAGE SYSTEM								
58	18" RCP	72,352.00	31,111.00	8,683.00	-	39,794.00	55%	32,558.00	3,979.40
59	24" RCP	495,552.00	118,932.00	69,378.00	-	188,310.00	38%	307,242.00	18,831.00
60	30" RCP	155,832.00	67,008.00	49,866.00	-	116,874.00	75%	38,958.00	11,687.40
61	36" RCP	49,504.00	21,287.00	-	-	21,287.00	43%	28,217.00	2,128.70
62	42" RCP	182,016.00	22,291.00	19,573.00	-	41,864.00	23%	140,152.00	4,186.40
63	Type "C" inlets	63,912.00	-	31,956.00	-	31,956.00	50%	31,956.00	3,195.60
64	Type '9' curb inlet single w/ apron	200,088.00	-	42,018.00	-	42,018.00	21%	158,070.00	4,201.80
65	Type '9' curb inlet double w/ apron	155,648.00	-	14,008.00	-	14,008.00	9%	141,640.00	1,400.80
66	Valley curb inlet single w/ apron	8,075.00	-	8,075.00	-	8,075.00	100%	0.00	807.50
67	Valley curb inlet double w/ apron	11,381.00	-	11,381.00	-	11,381.00	100%	0.00	1,138.10
68	Storm manhole	70,741.00	-	31,833.00	-	31,833.00	45%	38,908.00	3,183.30
69	Drainage control structure w/o skimmer	58,560.00	-	-	-	-	0%	58,560.00	-
70	18" MES	6,639.00	952.00	575.00	-	1,527.00	23%	5,112.00	152.70
71	24" MES	59,489.00	6,732.00	9,330.00	-	16,062.00	27%	43,427.00	1,606.20

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION #

3

APPLICATION DATE:

4/25/2025

PERIOD FROM:

4/1/2025

TO:

4/30/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
72	30" MES	9,255.00	1,327.00	802.00	-	2,129.00	23%	7,126.00	212.90
73	36" MES	20,766.00	2,976.00	-	-	2,976.00	14%	17,790.00	297.60
74	42" MES	55,134.00	3,951.00	6,524.00	-	10,475.00	19%	44,659.00	1,047.50
75	Miscellaneous materials	5,500.00	-	-	-	-	0%	5,500.00	-
76									
77	ROADWAY								
78	Inlet protection	15,250.00	-	-	-	-	0%	15,250.00	-
79	Grading	95,678.00	-	-	-	-	0%	95,678.00	-
80	8" Sub Grade for sidewalk 4"	6,084.00	-	-	-	-	0%	6,084.00	-
81	12" Sub Grade	333,280.00	-	-	-	-	0%	333,280.00	-
82	6" Limerock	681,560.00	-	-	-	-	0%	681,560.00	-
83	1" Asphalt SP-9.5 (bottom lift)	374,858.00	-	-	-	-	0%	374,858.00	-
84	1" Asphalt SP-9.5 (top lift)	408,936.00	-	-	-	-	0%	408,936.00	-
85	Curb Type "F"	18,740.00	-	-	-	-	0%	18,740.00	-
86	Curb Type "C"	13,120.00	-	-	-	-	0%	13,120.00	-
87	Miami curb and gutter	401,869.00	-	-	-	-	0%	401,869.00	-
88	2' Valley Curb and Gutter	2,825.00	-	-	-	-	0%	2,825.00	-
89	Sidewalk 4"	54,774.00	-	-	-	-	0%	54,774.00	-
90	Lift station driveway 6"	12,528.00	-	-	-	-	0%	12,528.00	-
91	5' Wide Truncated Dome H/C Ramps	23,100.00	-	-	-	-	0%	23,100.00	-
92	Sod restoration	25,560.00	-	-	-	-	0%	25,560.00	-
93	Seed and mulch restoration	9,692.00	-	-	-	-	0%	9,692.00	-
94	Striping and Signage	24,444.00	-	-	-	-	0%	24,444.00	-

All amounts are stated to the nearest dollar.

APPLICATION # 3
APPLICATION DATE: 4/25/2025
PERIOD FROM: 4/1/2025
TO: 4/30/2025

[illegible]

CONTINUATION SHEET
 BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.
 All amounts are stated to the nearest dollar.

APPLICATION #
 APPLICATION DATE:
 PERIOD FROM:
 TO:

3
 4/25/2025
 4/1/2025
 4/30/2025

CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
					WORK IN PLACE	STORED MTLs				
119	ROADWAY									
120	Demo existing asphalt 5' wide		6,468.00	-	2,070.00	-	2,070.00	32%	4,398.00	207.00
121	Demo existing sidewalk		21,418.00	21,418.00	-	-	21,418.00	100%	0.00	2,141.80
122	Maintenance of traffic		68,338.00	-	44,420.00	-	44,420.00	65%	23,918.00	4,442.00
123	Grading		46,224.00	-	20,801.00	-	20,801.00	45%	25,423.00	2,080.10
124	8" Sub Grade for sidewalk 4"		12,630.00	-	3,158.00	-	3,158.00	25%	9,472.00	315.80
125	12" Sub Grade		24,320.00	-	10,944.00	-	10,944.00	45%	13,376.00	1,094.40
126	10" limerock heavy duty asphalt		79,040.00	-	-	-	-	0%	79,040.00	-
127	2" Asphalt SP-12.5 (bottom lift)		57,760.00	-	54,872.00	-	54,872.00	95%	2,888.00	5,487.20
128	1" Asphalt SP-9.5 (top lift)		39,520.00	-	-	-	-	0%	39,520.00	-
129	Curb Type "F"		240.00	-	-	-	-	0%	240.00	-
130	Sidewalk 4"		113,688.00	-	28,422.00	-	28,422.00	25%	85,266.00	2,842.20
131	5' Wide Truncated Dome H/C Ramps		1,650.00	-	-	-	-	0%	1,650.00	-
132	Concrete flumes		6,274.00	-	-	-	-	0%	6,274.00	-
133	Sod restoration		87,868.00	78,203.00	2,636.00	-	80,839.00	92%	7,029.00	8,083.90
134	Striping and Signage		29,576.00	-	-	-	-	0%	29,576.00	-
135	Surveying layout		17,224.00	12,574.00	861.00	-	13,435.00	78%	3,789.00	1,343.50
136	Asbuilt		12,190.00	3,779.00	1,341.00	-	5,120.00	42%	7,070.00	512.00
137	Miscellaneous		4,000.00	720.00	920.00	-	1,640.00	41%	2,360.00	164.00
	Changes									
001	HP Material Credit		-150,976.80	-	(18,116.80)	-	(18,116.80)	12%	(132,860.00)	(1,811.68)
	TOTAL PAGE		11,353,759.20	2,244,492.00	1,466,126.20	-	3,710,618.20	33%	7,643,141.00	371,061.82

APPLICATION AND CERTIFICATE FOR PAYMENT

To: **KL Seminole Trace LLC**
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT: **Seminole Trace Phase 1**

APPLICATION NO: **4**

Distribution to:

☐ LEGAL FILE

☐ ACCOUNTING

☐ FIELD

☐ CONTRACTOR

☐ ARCHITECT

☐

FROM **Hazen Construction, LLC**
 (CONTRACTOR) **1599 Tionia Road**
New Smyrna Beach, Florida 32168

PROJECT NO: **718**

PERIOD TO: **5/31/2025**

ARCHITECT: **England, Thims, & Miller Inc**
14775 Old St. Augustine Rd
Jacksonville, FL 32258

CONTRACT FOR:

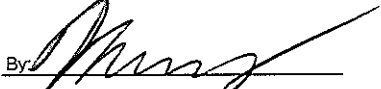
CONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		VALUES
TOTAL		(\$150,976.80)
Approved This Month		
Number	Date Approved	
2		\$37,554.77
3		\$14,743.27
4		\$19,159.95
5		\$66,580.00
TOTALS		\$138,037.99
Net change by Change Orders		(\$12,938.81)

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

CONTRACTOR: **Hazen Construction, LLC**

By:  Date: **5/27/25**

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, which is attached.

1. ORIGINAL CONTRACT SUM	\$11,504,736.00
2. Net change by Change Orders	(\$12,938.81)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$11,491,797.19
4. TOTAL COMPLETED & STORED TO DATE	\$5,524,757.92
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work ⁽¹⁾	396,639.49
(Column D + E on G703)	
b. 10% of Stored Material	-
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$396,639.49
6. TOTAL EARNED LESS RETAINAGE	\$5,128,118.43
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$3,339,556.38
8. CURRENT PAYMENT DUE	\$1,788,562.05
9. BALANCE TO FINISH, PLUS RETAINAGE	\$6,363,678.76
(Line 3 less line 6)	

State of: FLORIDA

County of: VOLUSIA

Subscribed and sworn to before me this **27th day of May** 2025

Notary Public:

My Commission expires: **Dec 13, 2028**

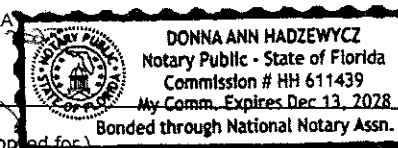
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ 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.



CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718APPLICATION # 4
APPLICATION DATE: 5/27/2025
PERIOD FROM: 5/1/2025
TO: 5/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
1	SANITARY SEWER SYSTEM								
2	48" diameter manhole 0'-6'	31,296.00	9,076.00	15,335.00	-	24,411.00	78%	6,885.00	2,441.10
3	48" diameter manhole 6'-8'	110,460.00	29,824.00	64,067.00	-	93,891.00	85%	16,569.00	9,389.10
4	48" diameter manhole 8'-10'	85,778.00	23,160.00	37,742.00	-	60,902.00	71%	24,876.00	6,090.20
5	48" diameter manhole 10'-12'	49,973.00	24,487.00	1,999.00	-	26,486.00	53%	23,487.00	2,648.60
6	48" diameter manhole 12'-14'	31,568.00	19,256.00	1,895.00	-	21,151.00	67%	10,417.00	2,115.10
7	48" diameter manhole 18'-20'	9,519.00	-	3,617.00	-	3,617.00	38%	5,902.00	361.70
8	48" diameter drop manhole 10'-12'	15,402.00	9,703.00	616.00	-	10,319.00	67%	5,083.00	1,031.90
9	48" diameter drop manhole 12'-14'	16,146.00	-	6,781.00	-	6,781.00	42%	9,365.00	678.10
10	48" diameter drop manhole 16'-18'	10,066.00	-	4,228.00	-	4,228.00	42%	5,838.00	422.80
11	48" diameter lined manhole 12'-14'	12,496.00	12,496.00	-	-	12,496.00	100%	0.00	1,249.60
12	48" diameter lined drop manhole 18'-20'	17,939.00	-	7,534.00	-	7,534.00	42%	10,405.00	753.40
13	8" SDR-26 4'-6'	7,644.00	4,663.00	1,299.00	-	5,962.00	78%	1,682.00	596.20
14	8" SDR-26 6'-8'	146,188.00	29,238.00	95,022.00	-	124,260.00	85%	21,928.00	12,426.00
15	8" SDR-26 8'-10'	189,700.00	49,322.00	85,365.00	-	134,687.00	71%	55,013.00	13,468.70
16	8" SDR-26 10'-12'	147,420.00	70,762.00	22,113.00	-	92,875.00	63%	54,545.00	9,287.50
17	8" SDR-26 12'-14'	47,488.00	29,917.00	4,749.00	-	34,666.00	73%	12,822.00	3,466.60
18	8" SDR-26 16'-18'	10,626.00	-	3,507.00	-	3,507.00	33%	7,119.00	350.70
19	8" SDR-26 18'-20'	10,360.00	-	3,419.00	-	3,419.00	33%	6,941.00	341.90
20	8" DIP P401 lined 0'-4'	52,000.00	-	17,160.00	-	17,160.00	33%	34,840.00	1,716.00
21	8" DIP P401 lined 14'-16'	12,400.00	-	12,400.00	-	12,400.00	100%	0.00	1,240.00
22	8" DIP P401 lined 18'-20'	10,560.00	9,398.00	-	-	9,398.00	89%	1,162.00	939.80
23	6" single service off SDR-26	287,076.00	106,218.00	63,157.00	-	169,375.00	59%	117,701.00	16,937.50

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

CONTRACTOR: Hazen Construction, LLC
JOB NO: 718APPLICATION # 4
APPLICATION DATE: 5/27/2025
PERIOD FROM: 5/1/2025
TO: 5/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
24	6" single service off C-900	22,219.00	-	9,110.00	-	9,110.00	41%	13,109.00	911.00
25	Lift station #1	437,442.00	166,228.00	17,498.00	-	183,726.00	42%	253,716.00	18,372.60
26	Lift station #2	458,974.00	-	41,308.00	-	41,308.00	9%	417,666.00	4,130.80
27	6" DR-18 force main	55,900.00	29,240.00	26,660.00	-	55,900.00	100%	0.00	5,590.00
28	4" DR-18 force main	110,880.00	36,590.00	19,959.00	-	56,549.00	51%	54,331.00	5,654.90
29	6" plug valve	15,426.00	5,142.00	10,284.00	-	15,426.00	100%	0.00	1,542.60
30	4" plug valve	9,726.00	3,210.00	1,167.00	-	4,377.00	45%	5,349.00	437.70
31	2" air release valve	33,222.00	-	14,950.00	-	14,950.00	45%	18,272.00	1,495.00
32	Miscellaneous materials	6,000.00	1,680.00	-	-	1,680.00	28%	4,320.00	168.00
33									
34	POTABLE WATER SYSTEM								
35	Connect to existing w/ 12" sleeve	1,619.00	-	-	-	-	0%	1,619.00	-
36	16" DR-18 water main	31,680.00	31,680.00	-	-	31,680.00	100%	0.00	3,168.00
37	12" DR-18 water main	340,400.00	39,960.00	99,604.00	-	139,564.00	41%	200,836.00	13,956.40
38	8" DR-18 water main	325,440.00	87,869.00	19,526.00	-	107,395.00	33%	218,045.00	10,739.50
39	4" DR-18 water main	19,720.00	2,564.00	9,071.00	-	11,635.00	59%	8,085.00	1,163.50
40	16" gate valve	11,316.00	11,316.00	-	-	11,316.00	100%	0.00	1,131.60
41	12" gate valve	64,308.00	18,006.00	9,003.00	-	27,009.00	42%	37,299.00	2,700.90
42	8" gate valve	65,520.00	5,897.00	7,207.00	-	13,104.00	20%	52,416.00	1,310.40
43	4" gate valve	3,924.00	1,059.00	-	-	1,059.00	27%	2,865.00	105.90
44	Fire hydrant assembly	216,275.00	38,930.00	30,278.00	-	69,208.00	32%	147,067.00	6,920.80
45	1" single service	220,806.00	35,329.00	72,866.00	-	108,195.00	49%	112,611.00	10,819.50
46	2" Flushing hydrant assembly	11,727.00	-	7,740.00	-	7,740.00	66%	3,987.00	774.00
47	Miscellaneous materials	4,000.00	720.00	-	-	720.00	18%	3,280.00	72.00

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

 CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

 APPLICATION # 4
 APPLICATION DATE: 5/27/2025
 PERIOD FROM: 5/1/2025
 TO: 5/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
48									
49	REUSE WATER SYSTEM								
50	Connect to existing 8" w/ sleeve	1,369.00	-	-	-	-	0%	1,369.00	-
51	8" DR-18 reuse main	613,600.00	98,176.00	141,128.00	-	239,304.00	39%	374,296.00	23,930.40
52	8" gate valve	91,728.00	14,676.00	12,842.00	-	27,518.00	30%	64,210.00	2,751.80
53	1" single service	260,680.00	39,102.00	88,631.00	-	127,733.00	49%	132,947.00	12,773.30
54	2" Flushing hydrant assembly	11,727.00	-	3,870.00	-	3,870.00	33%	7,857.00	387.00
55	Miscellaneous materials	4,000.00	600.00	-	-	600.00	15%	3,400.00	60.00
56									
57	STORM DRAINAGE SYSTEM								
58	18" RCP	72,352.00	39,794.00	2,894.00	-	42,688.00	59%	29,664.00	4,268.80
59	24" RCP	495,552.00	188,310.00	39,644.00	-	227,954.00	46%	267,598.00	22,795.40
60	30" RCP	155,832.00	116,874.00	6,233.00	-	123,107.00	79%	32,725.00	12,310.70
61	36" RCP	49,504.00	21,287.00	1,980.00	-	23,267.00	47%	26,237.00	2,326.70
62	42" RCP	182,016.00	41,864.00	41,863.00	-	83,727.00	46%	98,289.00	8,372.70
63	Type "C" inlets	63,912.00	31,956.00	11,504.00	-	43,460.00	68%	20,452.00	4,346.00
64	Type '9' curb inlet single w/ apron	200,088.00	42,018.00	52,023.00	-	94,041.00	47%	106,047.00	9,404.10
65	Type '9' curb inlet double w/ apron	155,648.00	14,008.00	35,799.00	-	49,807.00	32%	105,841.00	4,980.70
66	Valley curb inlet single w/ apron	8,075.00	8,075.00	-	-	8,075.00	100%	0.00	807.50
67	Valley curb inlet double w/ apron	11,381.00	11,381.00	-	-	11,381.00	100%	0.00	1,138.10
68	Storm manhole	70,741.00	31,833.00	16,271.00	-	48,104.00	68%	22,637.00	4,810.40
69	Drainage control structure w/o skimmer	58,560.00	-	23,424.00	-	23,424.00	40%	35,136.00	2,342.40
70	18" MES	6,639.00	1,527.00	1,726.00	-	3,253.00	49%	3,386.00	325.30
71	24" MES	59,489.00	16,062.00	14,872.00	-	30,934.00	52%	28,555.00	3,093.40

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

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				WORK IN PLACE	STORED MTLs				
72	30" MES	9,255.00	2,129.00	3,702.00	-	5,831.00	63%	3,424.00	583.10
73	36" MES	20,766.00	2,976.00	10,107.00	-	13,083.00	63%	7,683.00	1,308.30
74	42" MES	55,134.00	10,475.00	25,913.00	-	36,388.00	66%	18,746.00	3,638.80
75	Miscellaneous materials	5,500.00	-	-	-	-	0%	5,500.00	-
76									
77	ROADWAY								
78	Inlet protection	15,250.00	-	-	-	-	0%	15,250.00	-
79	Grading	95,678.00	-	21,049.00	-	21,049.00	22%	74,629.00	2,104.90
80	6" Sub Grade for sidewalk 4"	6,084.00	-	-	-	-	0%	6,084.00	-
81	12" Sub Grade	333,280.00	-	63,323.00	-	63,323.00	19%	269,957.00	6,332.30
82	6" Limerock	681,560.00	-	-	-	-	0%	681,560.00	-
83	1" Asphalt SP-9.5 (bottom lift)	374,858.00	-	-	-	-	0%	374,858.00	-
84	1" Asphalt SP-9.5 (top lift)	408,936.00	-	-	-	-	0%	408,936.00	-
85	Curb Type "F"	18,740.00	-	15,554.00	-	15,554.00	83%	3,186.00	1,555.40
86	Curb Type "C"	13,120.00	-	6,429.00	-	6,429.00	49%	6,691.00	642.90
87	Miami curb and gutter	401,869.00	-	20,093.00	-	20,093.00	5%	381,776.00	2,009.30
88	2' Valley Curb and Gutter	2,825.00	-	-	-	-	0%	2,825.00	-
89	Sidewalk 4"	54,774.00	-	-	-	-	0%	54,774.00	-
90	Lift station driveway 6"	12,528.00	-	-	-	-	0%	12,528.00	-
91	5' Wide Truncated Dome H/C Ramps	23,100.00	-	-	-	-	0%	23,100.00	-
92	Sod restoration	25,560.00	-	-	-	-	0%	25,560.00	-
93	Seed and mulch restoration	9,692.00	-	-	-	-	0%	9,692.00	-
94	Striping and Signage	24,444.00	-	-	-	-	0%	24,444.00	-

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APPLICATION # 4
APPLICATION DATE: 5/27/2025
PERIOD FROM: 5/1/2025
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CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

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CONTRACTOR: Hazen Construction, LLC
 JOB NO: 718

APPLICATION # 4
 APPLICATION DATE: 5/27/2025
 PERIOD FROM: 5/1/2025
 TO: 5/31/2025

PROJECT NAME: Seminole Trace Phase 1

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MTLs				
119	ROADWAY								
120	Demo existing asphalt 5' wide	6,468.00	2,070.00	4,398.00	-	6,468.00	100%	0.00	646.80
121	Demo existing sidewalk	21,418.00	21,418.00	-	-	21,418.00	100%	0.00	2,141.80
122	Maintenance of traffic	68,338.00	44,420.00	23,918.00	-	68,338.00	100%	0.00	6,833.80
123	Grading	46,224.00	20,801.00	25,423.00	-	46,224.00	100%	0.00	4,622.40
124	8" Sub Grade for sidewalk 4"	12,630.00	3,158.00	7,325.00	-	10,483.00	83%	2,147.00	1,048.30
125	12" Sub Grade	24,320.00	10,944.00	13,376.00	-	24,320.00	100%	0.00	2,432.00
126	10" limerock heavy duty asphalt	79,040.00	-	79,040.00	-	79,040.00	100%	0.00	7,904.00
127	2" Asphalt SP-12.5 (bottom lift)	57,760.00	54,872.00	2,888.00	-	57,760.00	100%	0.00	5,776.00
128	1" Asphalt SP-9.5 (top lift)	39,520.00	-	-	-	-	0%	39,520.00	-
129	Curb Type "F"	240.00	-	240.00	-	240.00	100%	0.00	24.00
130	Sidewalk 4"	113,688.00	28,422.00	65,939.00	-	94,361.00	83%	19,327.00	9,436.10
131	5' Wide Truncated Dome H/C Ramps	1,650.00	-	-	-	-	0%	1,650.00	-
132	Concrete flumes	6,274.00	-	-	-	-	0%	6,274.00	-
133	Sod restoration	87,868.00	80,839.00	7,029.00	-	87,868.00	100%	0.00	8,786.80
134	Striping and Signage	29,576.00	-	-	-	-	0%	29,576.00	-
135	Surveying layout	17,224.00	13,435.00	3,789.00	-	17,224.00	100%	0.00	1,722.40
136	Asbuilt	12,190.00	5,120.00	2,804.00	-	7,924.00	65%	4,266.00	792.40
137	Miscellaneous	4,000.00	1,640.00	-	-	1,640.00	41%	2,360.00	164.00

CONTINUATION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

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APPLICATION #

4

APPLICATION DATE:

5/27/2025

PERIOD FROM:

5/1/2025

TO:

5/31/2025

CONTRACTOR: Hazen Construction, LLC

JOB NO: 718

PROJECT NAME: Seminole Trace Phase 1

A	B		C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK				WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			SCHEDULED VALUE	PREVIOUS APPLICATIONS TO DATE	WORK IN PLACE	STORED MTLs				
	Changes									
001	HP Material Credit		-150,976.80	(18,116.80)	(61,901.00)	-	(80,017.80)	53%	(70,959.00)	(8,001.78)
002	Added 12" WM Stubout		37,554.77	-	37,554.77	-	37,554.77	100%	0.00	3,755.48
003	Irrigation Crossings		14,743.27	-	2,949.00	-	2,949.00	20%	11,794.27	294.90
004	CoPC Offsite Mill and Repave		19,159.95	-	19,159.95	-	19,159.95	100%	0.00	1,916.00
005	Density Tests		66,580.00	-	27,964.00	-	27,964.00	42%	38,616.00	2,796.40
	TOTAL PAGE		11,491,797.19	3,710,618.20	1,814,139.72	-	5,524,757.92	48%	5,967,039.27	552,475.79

SECTION C

KOLTERLAND

Contractor Agreement

Effective Date:	February 12, 2025		
Owner:	Full Legal Company Name: KL Seminole Trace LLC		
	Address: 14025 Riveredge Drive, Suite 175	Phone: 813-615-1244	
	City: Tampa	Fax: 813-615-1461	
	State: FL	Zip: 33637	Email: HKiernan@brookfieldkolter.com
	Authorized Representative: Haley Kiernan		Cell Phone: 386-383-4052
Contractor:	Full Legal Company Name: Hazen Construction LLC		
	Vendor Number:		
	Contractor State License No.: Click here to enter text. CGC061911 CUC1223713		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: Click here to enter text. 01-0569979		
	Address: 1599 Tionia Road	Phone: 386-322-8700	
	City: New Smyrna Beach	Fax: 386-756-0000	
	State: FL	Zip: 32168	Email: Click here to enter text.
	Authorized Representative: Click here to enter text. Chad S. Hazen		Cell Phone: Click here to enter text. 386 566-7009
Project:	Seminole Trace		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Flagler	State: FL	Zip: Click here to enter text.

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings,



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
"controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

Purpose of Agreement.


- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
 - 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**
- 3. Ordering Process.**
- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

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- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner


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current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
 - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
 - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
 - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
 - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.
5. **Performance and Progress of Work.**
- 5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any


changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for

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completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

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the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

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

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.



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- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.
9. General Environmental Compliance
- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all


times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

- 10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.
11. **Liens/Waiver of Liens**
- 11.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.
- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.


Warranties; Warranty Work and Performance Standards.

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm

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to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
12. **Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
13. **Relationship Management.**
- 13.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3 Contractor shall maintain electronic communications with Owner via e-mail. .
- 13.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or

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any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

14. Goals, Continuous Improvement and Quality.

- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.


- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

15. Prices and Payment.

- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

- 15.2 Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or

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Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
 - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 15.7 Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 15.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 15.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 15.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship

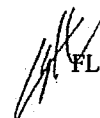
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(including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting

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coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.


18.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

18.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.


19. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions,

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processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

20. Term and Termination.


- 20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.
- 20.2** Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3** Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in

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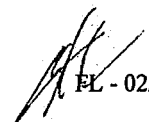
performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

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21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
26. **General Terms.**
- 26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating

 FL - 02/2022

thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 26.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 26.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12 **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
 - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
 - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover

as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

KL Seminole Trace LLC

By: _____

(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: _____

3-17-25

Hazen Construction LLC

By: _____

(signature)

Name: _____

Chad S. Hazen
(printed)

Title: _____

President

Date: _____

3/10/25

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

A handwritten signature in black ink, appearing to be 'JH' or similar, located in the bottom right corner of the page.

FL - 02/2022

HAZEN CONSTRUCTION, LLC

January 15, 2025

RE: Seminole Trace - Palm Coast, FL

Hazen Construction is pleased to submit this proposal for the above mentioned project. Our proposal is based on the drawings as noted on the attached drawing log.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT BID</u>	<u>AMOUNT</u>
PHASE 1				
SANITARY SEWER SYSTEM				
48" diameter manhole 0'-6'	ea	6	5,216.00	\$ 31,296.00
48" diameter manhole 6'-8'	ea	20	5,523.00	\$ 110,460.00
48" diameter manhole 8'-10'	ea	14	6,127.00	\$ 85,778.00
48" diameter manhole 10'-12'	ea	7	7,139.00	\$ 49,973.00
48" diameter manhole 12'-14'	ea	4	7,892.00	\$ 31,568.00
48" diameter manhole 18'-20'	ea	1	9,519.00	\$ 9,519.00
48" diameter drop manhole 10'-12'	ea	2	7,701.00	\$ 15,402.00
48" diameter drop manhole 12'-14'	ea	2	8,073.00	\$ 16,146.00
48" diameter drop manhole 16'-18'	ea	1	10,066.00	\$ 10,066.00
48" diameter lined manhole 12'-14'	ea	1	12,496.00	\$ 12,496.00
48" diameter lined drop manhole 18'-20'	ea	1	17,939.00	\$ 17,939.00
8" SDR-26 4'-6'	lf	196	39.00	\$ 7,644.00
8" SDR-26 6'-8'	lf	3,178	46.00	\$ 146,188.00
8" SDR-26 8'-10'	lf	3,794	50.00	\$ 189,700.00
8" SDR-26 10'-12'	lf	2,730	54.00	\$ 147,420.00
8" SDR-26 12'-14'	lf	742	64.00	\$ 47,488.00
8" SDR-26 16'-18'	lf	154	69.00	\$ 10,626.00
8" SDR-26 18'-20'	lf	140	74.00	\$ 10,360.00
8" DIP P401 lined 0'-4'	lf	500	104.00	\$ 52,000.00
8" DIP P401 lined 14'-16'	lf	100	124.00	\$ 12,400.00
8" DIP P401 lined 18'-20'	lf	80	132.00	\$ 10,560.00
6" single service off SDR-26	ea	282	1,018.00	\$ 287,076.00
6" single service off C-900	ea	17	1,307.00	\$ 22,219.00
Lift station #1	ls	1	437,442.00	\$ 437,442.00
Lift station #2	ls	1	458,974.00	\$ 458,974.00
6" DR-18 force main	lf	1,300	43.00	\$ 55,900.00
4" DR-18 force main	lf	3,080	36.00	\$ 110,880.00
6" plug valve	ea	3	5,142.00	\$ 15,426.00
4" plug valve	ea	3	3,242.00	\$ 9,726.00
2" air release valve	ea	2	16,611.00	\$ 33,222.00
Miscellaneous materials	ls	1	6,000.00	\$ 6,000.00
Sub-total				\$ 2,461,894.00
POTABLE WATER SYSTEM				
Connect to existing w/ 12" sleeve	ea	1	1,619.00	\$ 1,619.00
16" DR-18 water main	lf	240	132.00	\$ 31,680.00
12" DR-18 water main	lf	4,600	74.00	\$ 340,400.00
8" DR-18 water main	lf	6,780	48.00	\$ 325,440.00
4" DR-18 water main	lf	580	34.00	\$ 19,720.00
16" gate valve	ea	1	11,316.00	\$ 11,316.00

1599 Tionia Road
New Smyrna Beach, Florida 32168

Phone: 386 322-8700

Fax: 386 756-0000

HAZEN CONSTRUCTION, LLC

DESCRIPTION	UNIT	QUANTITY	UNIT BID	AMOUNT
12" gate valve	ea	12	5,359.00	\$ 64,308.00
8" gate valve	ea	20	3,276.00	\$ 65,520.00
4" gate valve	ea	2	1,962.00	\$ 3,924.00
Fire hydrant assembly	ea	25	8,651.00	\$ 216,275.00
1" single service	ea	282	783.00	\$ 220,806.00
2" Flushing hydrant assembly	ea	3	3,909.00	\$ 11,727.00
Miscellaneous materials	ls	1	4,000.00	\$ 4,000.00
Sub-total				\$ 1,316,735.00
REUSE WATER SYSTEM				
Connect to existing 8" w/ sleeve	ea	1	1,369.00	\$ 1,369.00
8" DR-18 reuse main	lf	11,800	52.00	\$ 613,600.00
8" gate valve	ea	28	3,276.00	\$ 91,728.00
1" single service	ea	280	931.00	\$ 260,680.00
2" Flushing hydrant assembly	ea	3	3,909.00	\$ 11,727.00
Miscellaneous materials	ls	1	4,000.00	\$ 4,000.00
Sub-total				\$ 983,104.00
STORM DRAINAGE SYSTEM				
18" RCP	lf	1,064	68.00	\$ 72,352.00
24" RCP	lf	5,568	89.00	\$ 495,552.00
30" RCP	lf	1,208	129.00	\$ 155,832.00
36" RCP	lf	272	182.00	\$ 49,504.00
42" RCP	lf	632	288.00	\$ 182,016.00
Type "C" Inlets	ea	12	5,326.00	\$ 63,912.00
Type '9' curb Inlet single w/ apron	ea	28	7,146.00	\$ 200,088.00
Type '9' curb Inlet double w/ apron	ea	19	8,192.00	\$ 155,648.00
Valley curb Inlet single w/ apron	ea	1	8,075.00	\$ 8,075.00
Valley curb Inlet double w/ apron	ea	1	11,381.00	\$ 11,381.00
Storm manhole	ea	11	6,431.00	\$ 70,741.00
Drainage control structure w/o skimmer	ea	5	11,712.00	\$ 58,560.00
18" MES	ea	3	2,213.00	\$ 6,639.00
24" MES	ea	19	3,131.00	\$ 59,489.00
30" MES	ea	3	3,085.00	\$ 9,255.00
36" MES	ea	3	6,922.00	\$ 20,766.00
42" MES	ea	6	9,189.00	\$ 55,134.00
Miscellaneous materials	ls	1	5,500.00	\$ 5,500.00
Sub-total				\$ 1,680,444.00
ROADWAY				
Inlet protection	ea	61	250.00	\$ 15,250.00
Grading	ls	1	95,678.00	\$ 95,678.00
8" Sub Grade for sidewalk 4"	sy	1,014	6.00	\$ 6,084.00
12" Sub Grade	sy	41,660	8.00	\$ 333,280.00
6" Limerock	sy	34,078	20.00	\$ 681,560.00
1" Asphalt SP-9.5 (bottom lift)	sy	34,078	11.00	\$ 374,858.00
1" Asphalt SP-9.5 (top lift)	sy	34,078	12.00	\$ 408,936.00
Curb Type "F"	lf	937	20.00	\$ 18,740.00
Curb Type "C"	lf	656	20.00	\$ 13,120.00
Miami curb and gutter	lf	21,151	19.00	\$ 401,869.00
2' Valley Curb and Gutter	lf	113	25.00	\$ 2,825.00
Sidewalk 4"	sf	9,129	6.00	\$ 54,774.00
Lift stallon driveway 6"	sf	1,566	8.00	\$ 12,528.00

HAZEN CONSTRUCTION, LLC

DESCRIPTION	UNIT	QUANTITY	UNIT BID	AMOUNT
5' Wide Truncated Dome H/C Ramps	ea	28	825.00	\$ 23,100.00
Sod restoration	sy	6,390	4.00	\$ 25,560.00
Seed and mulch restoration	ac	4	2,423.00	\$ 9,692.00
Striping and Signage	ls	1	24,444.00	\$ 24,444.00
Surveying layout	ls	1	54,751.00	\$ 54,751.00
Asbuilt	ls	1	39,983.00	\$ 39,983.00
Miscellaneous	ls	1	5,000.00	\$ 5,000.00
Sub-total				\$ 2,602,032.00
Phase 1 total				\$ 9,044,209.00
PHASE 2				
SANITARY SEWER SYSTEM				
Connect to existing manhole 0'-6'	ea	1	1,877.00	\$ 1,877.00
Connect to existing manhole 8'-10'	ea	2	2,155.00	\$ 4,310.00
Connect to existing manhole 10'-12'	ea	1	2,846.00	\$ 2,846.00
48" diameter manhole 0'-6'	ea	5	5,216.00	\$ 26,080.00
48" diameter manhole 6'-8'	ea	4	5,523.00	\$ 22,092.00
48" diameter manhole 8'-10'	ea	4	6,127.00	\$ 24,508.00
48" diameter manhole 10'-12'	ea	1	7,139.00	\$ 7,139.00
48" diameter drop manhole 10'-12'	ea	1	7,701.00	\$ 7,701.00
8" SDR-26 4'-6'	lf	126	39.00	\$ 4,914.00
8" SDR-26 6'-8'	lf	1,148	46.00	\$ 52,808.00
8" SDR-26 8'-10'	lf	910	50.00	\$ 45,500.00
8" SDR-26 10'-12'	lf	616	54.00	\$ 33,264.00
8" DIP P401 lined 0'-4'	lf	250	104.00	\$ 27,040.00
6" single service off SDR-26	ea	77	1,018.00	\$ 78,386.00
6" single service off C-900	ea	9	1,307.00	\$ 11,763.00
Miscellaneous materials	ls	1	3,500.00	\$ 3,500.00
Sub-total				\$ 353,728.00
POTABLE WATER SYSTEM				
Connect to existing w/ 8" sleeve	ea	5	1,873.00	\$ 9,365.00
8" DR-18 water main	lf	4,040	48.00	\$ 193,920.00
8" gate valve	ea	6	3,276.00	\$ 19,656.00
Fire hydrant assembly	ea	9	8,651.00	\$ 77,859.00
1" single service	ea	105	783.00	\$ 82,215.00
2" Flushing hydrant assembly	ea	1	3,909.00	\$ 3,909.00
Miscellaneous materials	ls	1	3,500.00	\$ 3,500.00
Sub-total				\$ 390,424.00
REUSE WATER SYSTEM				
Connect to existing 8" w/ sleeve	ea	1	1,369.00	\$ 1,369.00
8" DR-18 reuse main	lf	4,160	52.00	\$ 216,320.00
8" gate valve	ea	5	3,276.00	\$ 16,380.00
1" single service	ea	105	931.00	\$ 97,755.00
2" Flushing hydrant assembly	ea	1	3,909.00	\$ 3,909.00
Miscellaneous materials	ls	1	3,500.00	\$ 3,500.00
Sub-total				\$ 339,233.00
STORM DRAINAGE SYSTEM				
Connect to existing inlet	ea	3	2,458.00	\$ 7,374.00
18" RCP	lf	496	68.00	\$ 33,728.00

HAZEN CONSTRUCTION, LLC

DESCRIPTION	UNIT	QUANTITY	UNIT BID	AMOUNT
24" RCP	lf	1,200	89.00	\$ 106,800.00
30" RCP	lf	232	129.00	\$ 29,928.00
Type "C" Inlets	ea	1	5,326.00	\$ 5,326.00
Type '9' curb inlet single w/ apron	ea	8	7,146.00	\$ 57,168.00
Type '9' curb inlet double w/ apron	ea	6	8,192.00	\$ 49,152.00
Storm manhole	ea	2	6,431.00	\$ 12,862.00
Drainage control structure w/o summer	ea	2	11,712.00	\$ 23,424.00
Precast Yard Drain	ea	1	3,829.00	\$ 3,829.00
18" MES	ea	1	2,213.00	\$ 2,213.00
24" MES	ea	1	3,131.00	\$ 3,131.00
30" MES	ea	1	3,085.00	\$ 3,085.00
Miscellaneous materials	ls	1	3,500.00	\$ 3,500.00
Sub-total				\$ 366,568.00

ROADWAY

Inlet protection	ea	15	250.00	\$ 3,750.00
Grading	ls	1	39,114.00	\$ 39,114.00
8" Sub Grade for sidewalk 4"	sy	435	6.00	\$ 2,610.00
12" Sub Grade	sy	14,162	8.00	\$ 113,296.00
6" Limerock	sy	11,193	20.00	\$ 223,860.00
1" Asphalt SP-9.5 (bottom lift)	sy	11,493	11.00	\$ 126,423.00
1" Asphalt SP-9.5 (top lift)	sy	11,493	12.00	\$ 137,916.00
Miami curb and gutter	lf	8,006	19.00	\$ 152,114.00
Sidewalk 4"	sf	9,129	6.00	\$ 54,774.00
5' Wide Truncated Dome H/C Ramps	ea	4	825.00	\$ 3,300.00
Sod restoration	sy	2,116	4.00	\$ 8,464.00
Seed and mulch restoration	ac	1	2,423.00	\$ 2,423.00
Striping and Signage	ls	1	13,825.00	\$ 13,825.00
Surveying layout	ls	1	25,976.00	\$ 25,976.00
Asbuilt	ls	1	20,704.00	\$ 20,704.00
Miscellaneous	ls	1	4,000.00	\$ 4,000.00
Sub-total				\$ 938,549.00

Phase 2 total

~~\$ 2,386,502.00~~

OFFSITE

SANITARY SEWER SYSTEM

8"x8" tapping sleeve & valve	ea	1	8,600.00	\$ 8,600.00
12" DR-18 force main	lf	12,340	85.00	\$ 1,048,900.00
6" DR-18 force main	lf	60	43.00	\$ 2,580.00
16" SDR 11 directional drill force main	lf	840	275.00	\$ 231,000.00
12" plug valve	ea	17	9,200.00	\$ 156,400.00
2" air release valve	ea	17	18,400.00	\$ 312,800.00
Miscellaneous materials	ls	1	5,500.00	\$ 5,500.00
Sub-total				\$ 1,765,780.00

POTABLE WATER SYSTEM

10"x10" tapping sleeve & valve	ea	1	10,451.00	\$ 10,451.00
16" DR-18 water main	lf	220	140.00	\$ 30,800.00
Miscellaneous materials	ls	1	2,500.00	\$ 2,500.00
Sub-total				\$ 43,751.00

HAZEN CONSTRUCTION, LLC

DESCRIPTION	UNIT	QUANTITY	UNIT BID	AMOUNT
STORM DRAINAGE SYSTEM				
24" RCP	lf	96	89.00	\$ 8,544.00
24" MES	ea	4	3,131.00	\$ 12,524.00
Miscellaneous materials	ls	1	1,500.00	\$ 1,500.00
Sub-total				\$ 22,568.00
ROADWAY				
Demo existing asphalt 5' wide	sy	924	7.00	\$ 6,468.00
Demo existing sidewalk	sf	10,709	2.00	\$ 21,418.00
Maintenance of traffic	ls	1	68,338.00	\$ 68,338.00
Grading	ls	1	46,224.00	\$ 46,224.00
8" Sub Grade for sidewalk 4"	sy	2,105	6.00	\$ 12,630.00
12" Sub Grade	sy	3,040	8.00	\$ 24,320.00
10" Ilmerock heavy duty asphalt	sy	3,040	26.00	\$ 79,040.00
2" Asphalt SP-12.5 (bottom lift)	sy	3,040	19.00	\$ 57,760.00
1" Asphalt SP-9.5 (top lift)	sy	3,040	13.00	\$ 39,520.00
Curb Type "F"	lf	12	20.00	\$ 240.00
Sidewalk 4"	sf	18,948	6.00	\$ 113,688.00
5' Wide Truncated Dome H/C Ramps	ea	2	825.00	\$ 1,650.00
Concrete flumes	ea	2	3,137.00	\$ 6,274.00
Sod restoration	sy	21,967	4.00	\$ 87,868.00
Striping and Signage	ls	1	29,576.00	\$ 29,576.00
Surveying layout	ls	1	17,224.00	\$ 17,224.00
Asbuilt	ls	1	12,190.00	\$ 12,190.00
Miscellaneous	ls	1	4,000.00	\$ 4,000.00
Sub-total				\$ 628,428.00
Offsite total				\$ 2,460,627.00
Grand Total				\$ 43,893,238.00

Grand Total less Phase 2 - \$11,504,736.00

Exclusions / Qualifications:

1. This proposal may be withdrawn by us if not accepted within thirty (30) days.
2. Our price is based on quantities and units as stated above. Additional scope of work to be completed by others
3. Rock excavation is not included.
4. Select backfill / removal and/or disposal of any unsuitable material is not included.
5. Permits or inspection fees are not included.
6. Bonds are not included.
7. Meters, meter boxes, or connection fees are not included.
8. Layout for our work is included.
9. Bacteriological testing for our work is included.
10. Density testing for our work is not included.
11. Dewatering for our work is included.
12. Video of sanitary lines is included; video of storm lines is not included.
13. We have not priced lined manholes per callouts on plan pages 10A-10O. Per City of Palm Coast spec, only first manholes from lift stations to be lined. If other manholes are required to be lined our price will need to be adjusted.
14. Lift station does not include a generator as one has not been called out per plan.
15. All drop manholes are priced as outside drop. Only manholes greater than 2' of invert elevation difference are priced as drop per city of palm coast spec.
16. Curb inlets include 2-6" 20ft underdrain stub outs with caps per note 2 on Paving and Drainage plan sheets.
17. We have not included any above ground or below ground utility relocation for any of the work
18. Onsite asphalt has been priced as 2-1" SP-9.5 lifts, 6" Ilmerock, 12" subgrade.

Seminole Trace Model Home Homes Phase 1 - Baseline MM							Project Progress Layout ESEFLSLF												25-Feb-25 11:26																			
Activity ID	Activity Name	Original Duration	Early Start	Early Finish	Late Start	Late Finish	Total Float	1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027	Qtr 4, 2027	Qtr 1, 2028	Qtr 2, 2028	Qtr 3, 2028	Qtr 4, 2028	Qtr 1, 2029	Qtr 2, 2029													
Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr												
Seminole Trace Model Home Homes & Phase 1 - Baseline MM																																						
Engineering																																						
Milestones																																						
MS1000	NTP	282	03-Feb-25	30-Mar-25	04-Feb-25	30-Mar-25	0	NTP, 03-Feb-25A												30-Mar-25, Engineering																		
MS1100	Power to L1 Station 1 - FFL "ESTIMATE"	160	17-Feb-25	29-Oct-25	03-Apr-25	17-Dec-25	33	Power to L1 Station 1 - FFL "ESTIMATE"												30-Mar-25, Milestones																		
MS1170	Power to L1 Station 2 - FFL "ESTIMATE"	160	03-Apr-25	12-Nov-25	03-Apr-25	23-Dec-25	27	Power to L1 Station 2 - FFL "ESTIMATE"																														
MS1010	Partial VMI Clearance Package Submission - Model Homes	0	01-Jul-25	01-Jul-25	01-Jul-25	01-Jul-25	0	Partial VMI Clearance Package Submission - Model Homes																														
MS1020	Partial DEP VMI Clearance - Model Homes	20	02-Jul-25	30-Jul-25	02-Jul-25	30-Jul-25	0	Partial DEP VMI Clearance - Model Homes																														
MS1100	Sanitary Video Submission Phase 1a	0	14-Jul-25	24-Jul-25	30-Jul-25	30-Jul-25	0	Sanitary Video Submission Phase 1a																														
MS1040	Orla's Tim Lane Improvements Complete	0	18-Jul-25	30-Jul-25	30-Jul-25	30-Jul-25	0	Orla's Tim Lane Improvements Complete																														
MS1040	Model Home Start	0	30-Jul-25	30-Jul-25	30-Jul-25	30-Jul-25	0	Model Home Start																														
MS1160	Sanitary Video Submission Phase 1b	0	28-Sep-25	06-Nov-25	06-Nov-25	06-Nov-25	23	Sanitary Video Submission Phase 1b																														
MS1050	VMI Clearance Package Submission Phase 1a	0	07-Oct-25	03-Dec-25	03-Dec-25	03-Dec-25	29	VMI Clearance Package Submission Phase 1a																														
MS1055	DEP VMI Clearance Phase 1a	20	08-Oct-25	04-Nov-25	04-Dec-25	12-Jan-26	39	DEP VMI Clearance Phase 1a																														
MS1045	Partial Sanitary Clearance Package Submission Model Homes	20	29-Oct-25	12-Jan-26	12-Jan-26	12-Jan-26	43	Partial Sanitary Clearance Package Submission Model Homes																														
MS1115	L1 Station 1 Milestone	0	13-Jan-26	13-Jan-26	13-Jan-26	13-Jan-26	33	L1 Station 1 Milestone																														
MS1120	Sanitary Clearance Package Submission Phase 1a	0	13-Jan-26	13-Jan-26	13-Jan-26	13-Jan-26	33	Sanitary Clearance Package Submission Phase 1a																														
MS1180	L1 Station 2 Milestone	0	13-Jan-26	23-Dec-25	23-Dec-25	27		L1 Station 2 Milestone																														
MS1190	Sanitary Clearance Package Submission Phase 1b	0	13-Jan-26	23-Dec-25	23-Dec-25	27		Sanitary Clearance Package Submission Phase 1b																														
MS1140	VMI Clearance Package Submission Phase 1b	0	03-Dec-25	03-Feb-26	03-Feb-26	35		VMI Clearance Package Submission Phase 1b																														
MS1150	DEP VMI Clearance Phase 1b	20	04-Dec-25	12-Jan-26	03-Feb-26	03-Mar-26	33	DEP VMI Clearance Phase 1b																														
MS1135	Substantial Completion Phase 1a	0	12-Jan-26	12-Jan-26	12-Jan-26	0		Substantial Completion Phase 1a																														
MS1205	Substantial Completion Phase 1b	0	02-Mar-26	02-Mar-26	02-Mar-26	0		Substantial Completion Phase 1b																														
MS1210	Final Completion Phase 1	0	30-Mar-26	30-Mar-26	30-Mar-26	0		Final Completion Phase 1																														
Submittals and Approvals																																						
SUB2000	Orla's Foreman Submittal	165	17-Feb-25	04-Oct-25	17-Feb-25	14-Nov-25	27	Orla's Foreman Submittal																														
SUB2010	Phase 1a Sanitary Structures Submittal	10	17-Feb-25	28-Feb-25	07-Mar-25	20-Mar-25	14	Phase 1a Sanitary Structures Submittal																														
SUB2020	Phase 1a Storm Structures Submittal	10	17-Feb-25	28-Feb-25	17-Feb-25	28-Feb-25	0	Phase 1a Storm Structures Submittal																														
SUB2065	Phase 1a Orla's Utilities Submittal	10	17-Feb-25	28-Feb-25	26-Feb-25	11-Mar-25	7	Phase 1a Orla's Utilities Submittal																														
SUB2030	L1 Station 1 Pumps and Panels Submittal	10	17-Feb-25	28-Feb-25	28-Mar-25	10-Apr-25	29	L1 Station 1 Pumps and Panels Submittal																														
SUB2015	Phase 1a Sanitary Structures Fabrication	25	03-Mar-25	04-Apr-25	03-Mar-25	04-Apr-25	0	Phase 1a Sanitary Structures Fabrication																														
SUB2025	Phase 1a Storm Structures Fabrication	30	03-Mar-25	11-Apr-25	12-Mar-25	22-Apr-25	7	Phase 1a Storm Structures Fabrication																														
SUB2075	Phase 1b Sanitary Structures Submittal	10	03-Mar-25	14-Mar-25	09-Apr-25	22-Apr-25	27	Phase 1b Sanitary Structures Submittal																														
SUB2035	L1 Station 1 Pumps and Panels Fabrication	135	17-Mar-25	24-Sep-25	01-May-25	10-May-25	33	L1 Station 1 Pumps and Panels Fabrication																														
SUB2045	L1 Station 2 Pumps and Panels Submittal	10	17-Mar-25	28-Mar-25	23-Apr-25	06-May-25	27	L1 Station 2 Pumps and Panels Submittal																														
SUB2095	Phase 1b Storm Structures Submittal	15	17-Mar-25	04-Apr-25	19-May-25	09-Jun-25	45	Phase 1b Storm Structures Submittal																														
SUB2045	Phase 1b Sanitary Structures Fabrication	25	17-Mar-25	18-Apr-25	23-Apr-25	28-May-25	27	Phase 1b Sanitary Structures Fabrication																														
SUB2055	L1 Station 2 Pumps and Panels Fabrication	135	31-Mar-25	09-Oct-25	07-May-25	14-Jun-25	27	L1 Station 2 Pumps and Panels Fabrication																														
SUB2105	Phase 1b Storm Structures Fabrication	35	07-Apr-25	23-May-25	10-Jun-25	29-Jun-25	45	Phase 1b Storm Structures Fabrication																														
SUB2065	Phase 1b Orla's Utilities Submittal	10	07-Apr-25	18-Apr-25	17-Jun-25	30-Jun-25	50	Phase 1b Orla's Utilities Submittal																														
Construction Phases																																						
Office Utilities Construction																																						
OS1000	Demo Existing Sewer	60	28-Feb-25	15-Jul-25	21-Mar-25	30-Jul-25	8	Demo Existing Sewer																														
OS1010	De-watering	47	03-Mar-25	06-May-25	21-Mar-25	21-May-25	14	De-watering																														
OS1020	South End Infill Foreman - 6,620 LF	42	16-Mar-25	06-May-25	04-Apr-25	03-Jun-25	19	South End Infill Foreman - 6,620 LF																														
OS1030	North End Infill Foreman - 6,620 LF	42	17-Mar-25	13-May-25	04-Apr-25	03-Jun-25	14	North End Infill Foreman - 6,620 LF																														
Actual Level of Effort																																						
Critical Retaining Wall																																						
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Actual Level of Effort

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Serrinola Trace Model Home Homes Phase 1 - Baseline ERM			Project Progress Layout ESE/ELF												25-Feb-25 11:28															
Activity ID	Activity Name	Original Duration	Early Start	Early Finish	Late Start	Late Finish	Total Float	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026
OS1050	Install Valveman - Opened - 220 LF	2	09-May-25	12-May-25	21-May-25	24-May-25	8																							
OS1070	Turn Lane Stabilization - 1,735 SY	5	13-May-25	18-May-25	23-May-25	30-May-25	8																							
OS1040	FU As-Built	5	14-May-25	20-May-25	04-Jun-25	10-Jun-25	14																							
OS1060	Replace Damaged Edgework	12	14-May-25	30-May-25	25-Jun-25	11-Jul-25	29																							
OS1100	Turn Lane Curb	2	20-May-25	21-May-25	03-Jun-25	03-Jun-25	8																							
OS1090	FU As-Built Review	10	21-May-25	04-Jun-25	11-Jun-25	24-Jun-25	14																							
OS1110	Turn Lane Base	15	22-May-25	12-Jun-25	04-Jun-25	24-Jun-25	8																							
OS1120	Turn Lane Pave	3	13-Jun-25	17-Jun-25	25-Jun-25	27-Jun-25	8																							
OS1090	Soil Restoration	11	16-Jun-25	02-Jul-25	14-Jul-25	28-Jul-25	17																							
OS1130	Grass Strip	2	17-Jul-25	18-Jul-25	29-Jul-25	30-Jul-25	8																							
Model Homes Construction			156	24-Jun-25	28-Oct-25	24-Jun-25	17-Dec-25	33																						
MH1000	Designing	48	24-Jun-25	27-May-25	24-Jun-25	27-May-25	0																							
MH1010	Install Station Waterfall	4	07-Apr-25	10-Apr-25	04-Apr-25	10-Apr-25	0																							
MH1020	Install Southeast Sanitary Sewer System - 1,110 LF/25 Services/6 Structures	15	11-Apr-25	01-May-25	11-Apr-25	01-May-25	0																							
MH1040	Install Green Area Storm Sewer System - 1,336 LF/17 Structures	12	14-Apr-25	23-Apr-25	23-Apr-25	08-May-25	7																							
MH1030	Install Northwest Sanitary Sewer System - 1,433 LF/34 Services/7 Structures	15	16-Apr-25	06-May-25	16-Apr-25	06-May-25	0																							
MH1050	Install Roadway Storm Sewer System - 1,731 LF/25 Structures	15	02-May-25	23-May-25	02-May-25	23-May-25	0																							
MH1060	Install Valveman - 2,720 LF/60 Services	12	09-May-25	27-May-25	09-May-25	27-May-25	0																							
MH1090	Sanitary As-Built	20	09-May-25	06-Jun-25	28-May-25	26-Jun-25	13																							
MH1070	Install Foreman - 2,052 LF	6	23-May-25	03-Jun-25	28-May-25	04-Jun-25	2																							
MH1080	Install Reseal - 2,643 LF/59 Services	15	23-May-25	13-Jun-25	28-May-25	17-Jun-25	2																							
MH1110	WMA As-Built	10	28-May-25	10-Jun-25	28-May-25	10-Jun-25	0																							
MH1130	FU As-Built	10	03-Jun-25	16-Jun-25	06-Jun-25	16-Jun-25	2																							
MH1100	Sanitary As-Built Review	10	09-Jun-25	20-Jun-25	26-Jun-25	19-Jul-25	13																							
MH1150	Rough Grade Roadway - 9,523 SY	4	09-Jun-25	12-Jun-25	11-Jun-25	16-Jun-25	2																							
MH1120	WMA As-Built Review	15	11-Jun-25	01-Jul-25	11-Jun-25	01-Jul-25	0																							
MH1160	Roadway Stabilization - 11,693 SY	12	13-Jun-25	30-Jun-25	17-Jun-25	02-Jul-25	2																							
MH1140	FU As-Built Review	10	17-Jun-25	30-Jun-25	19-Jun-25	02-Jul-25	2																							
MH1170	Pour Curb - 4,664 LF	8	01-Jul-25	11-Jul-25	03-Jul-25	15-Jul-25	2																							
MH1180	Roadway Base - 7,379 SY	10	09-Jul-25	28-Jul-25	11-Jul-25	24-Jul-25	2																							
MH1190	Pave 1st LR - 7,379 SY	4	23-Jul-25	28-Jul-25	26-Jul-25	30-Jul-25	2																							
MH1200	Install Station RTU, Pumps, and Panel	15	25-Sep-25	15-Oct-25	11-Nov-25	03-Dec-25	33																							
MH1210	Install Station Electrical and Mechanical	10	18-Oct-25	29-Oct-25	04-Dec-25	17-Dec-25	33																							
Phase 1a Construction			174	25-Apr-25	12-Jun-25	29-Apr-25	12-Jun-25	0																						
A1000	Designing	48	25-Apr-25	03-Jul-25	29-Apr-25	06-Jul-25	2																							
A1020	Install 1st Sanitary Sewer System - 1,118 LF/43 Services/7 Structures	15	09-May-25	30-May-25	09-May-25	30-May-25	0																							
A1025	Install 2nd Sanitary Sewer System - 2,318 LF/60 Services/13 Structures	25	16-May-25	20-Jun-25	16-May-25	20-Jun-25	0																							
A1030	Install Green Area Storm Sewer System - 1,057 LF/18 Structures	9	02-Jun-25	12-Jun-25	03-Jun-25	13-Jun-25	1																							
A1035	Install Roadway Storm Sewer System - 1,354 LF/10 Structures	16	16-Jun-25	08-Jul-25	16-Jun-25	08-Jul-25	0																							
A1074	Sanitary As-Built	20	23-Jun-25	21-Jul-25	24-Jun-25	22-Jul-25	1																							
A1090	Install 1st Valveman - 2,051 LF/43 Services	11	09-Jul-25	23-Jul-25	09-Jul-25	23-Jul-25	0																							
A1055	Install 2nd Valveman - 2,335 LF/59 Services	17	09-Jul-25	31-Jul-25	09-Jul-25	31-Jul-25	0																							
A1060	Storm As-Built	20	23-Jul-25	18-Aug-25	23-Jul-25	19-Aug-25	1																							
A1070	Install Foreman - 633 LF	2	01-Aug-25	04-Aug-25	19-Aug-25	19-Aug-25	11																							
A1090	Install 1st Reseal - 1,632 LF/43 Services	10	01-Aug-25	14-Aug-25	01-Aug-25	14-Aug-25	0																							
A1065	Install 2nd Reseal - 2,455 LF/59 Services	18	01-Aug-25	26-Aug-25	01-Aug-25	26-Aug-25	0																							
A1071	FU As-Built	10	05-Aug-25	18-Aug-25	20-Aug-25	03-Sep-25	11																							

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

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TASK Order All Activities

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Seminole Trace Model Home Homes Phase 1 - Baseline B/M			Project Progress Layout ESEPLSLF												25-Feb-25 11:28															
Activity ID	Activity Name	Original Duration	Early Start	Early Finish	Late Start	Late Finish	Total Float	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
A1085	Storm As-Built Review	10	18-Aug-25	02-Sep-25	20-Aug-25	03-Sep-25	1																							
A1090	VW As-Built Review	10	18-Aug-25	03-Sep-25	20-Aug-25	03-Sep-25	1																							
A1072	FU As-Built Review	10	18-Aug-25	03-Sep-25	04-Sep-25	17-Sep-25	11																							
A1100	Reuse As-Built Review	10	27-Aug-25	10-Sep-25	04-Sep-25	17-Sep-25	5																							
A1147	Rough-Grade Roadway - 10,818 SY	3	27-Aug-25	29-Aug-25	27-Aug-25	29-Aug-25	0																							
A1150	Roadway Stabilization - 12,023 SY	12	02-Sep-25	17-Sep-25	02-Sep-25	17-Sep-25	0																							
A1095	VW As-Built Review	10	03-Sep-25	16-Sep-25	04-Sep-25	17-Sep-25	1																							
A1105	Reuse As-Built Review	10	11-Sep-25	24-Sep-25	18-Sep-25	01-Oct-25	5																							
A1230	Pour Curb - 7,974 LF	15	16-Sep-25	06-Oct-25	16-Sep-25	06-Oct-25	0																							
A1075	Sanitary As-Built Review	10	17-Sep-25	30-Sep-25	18-Sep-25	01-Oct-25	1																							
A1235	Install Roadway Base - 13,528 SY	18	01-Oct-25	24-Oct-25	02-Oct-25	27-Oct-25	1																							
A1250	Pour Common Area Sidewalk - 6,719 SF	5	07-Oct-25	13-Oct-25	09-Oct-25	15-Oct-25	2																							
A1145	Fine-Grade Green Areas - 8,557 SY	9	07-Oct-25	17-Oct-25	07-Oct-25	17-Oct-25	0																							
A1255	Soil Restoration	5	09-Oct-25	15-Oct-25	13-Oct-25	17-Oct-25	2																							
A1240	Pave - 1st LA - 13,528 SY	12	15-Oct-25	30-Oct-25	16-Oct-25	31-Oct-25	1																							
A1258	Seed and Mulch Restoration	5	20-Oct-25	24-Oct-25	20-Oct-25	24-Oct-25	0																							
A1261	Street Signage	5	27-Oct-25	31-Oct-25	27-Oct-25	31-Oct-25	0																							
A1268	Pave - 2nd Lt - 20,508 SY	16	04-Nov-25	24-Nov-25	04-Nov-25	24-Nov-25	0																							
A1270	Paving As-Built Review	10	25-Nov-25	10-Dec-25	04-Dec-25	17-Dec-25	5																							
A1280	Paving As-Built Review	10	11-Dec-25	05-Jan-26	18-Dec-25	12-Jan-26	5																							
A1630	Slipping	5	05-Jan-26	13-Jan-26	05-Jan-26	13-Jan-26	0																							
Phase 1b Construction			178	08-Jun-25	02-Jul-25	13-Jun-25	03-Jul-25																							
B1000	Drainage	60	08-Jun-25	03-Sep-25	13-Jun-25	06-Sep-25	3																							
B1010	Install Liftstation V&M V&M 2	6	23-Jun-25	30-Jun-25	23-Jun-25	30-Jun-25	0																							
B1043	Install 1st Sanitary Sewer System - 2,312 LF/67 Services/ 12 Structures	23	01-Jul-25	08-Aug-25	01-Jul-25	08-Aug-25	0																							
B1045	Install 2nd Sanitary Sewer System - 3,262 LF/55 Services/ 12 Structures	33	03-Jul-25	22-Aug-25	05-Jul-25	22-Aug-25	0																							
B1050	Install Storm Sewer System - 3,268 LF/ 41 Structures	27	30-Jul-25	05-Sep-25	30-Jul-25	05-Sep-25	0																							
B1110	Sanitary As-Built Review	20	25-Aug-25	22-Sep-25	04-Sep-25	01-Oct-25	7																							
B1055	Install 1st Watermain - 2,354 LF/64 Services	15	06-Sep-25	26-Sep-25	06-Sep-25	26-Sep-25	0																							
B1055	Install 2nd Watermain - 2,631 LF/55 Services	15	06-Sep-25	26-Sep-25	06-Sep-25	26-Sep-25	0																							
B1130	Storm As-Built Review	20	23-Sep-25	20-Oct-25	02-Oct-25	29-Oct-25	7																							
B1120	Sanitary As-Built Review	10	23-Sep-25	06-Oct-25	16-Oct-25	29-Oct-25	17																							
B1060	Install Foreman - 1,655 LF	4	29-Sep-25	03-Oct-25	10-Oct-25	15-Oct-25	9																							
B1070	Install 1st Reuse - 2,354 LF/64 Services	15	29-Sep-25	17-Oct-25	29-Sep-25	17-Oct-25	0																							
B1075	Install 2nd Reuse - 2,710 LF/55 Services	15	29-Sep-25	17-Oct-25	29-Sep-25	17-Oct-25	0																							
B1090	FU As-Built Review	10	03-Oct-25	16-Oct-25	16-Oct-25	29-Oct-25	9																							
B1030	Install Liftstation 2 RTU, Pumps, and Panel	15	09-Oct-25	29-Oct-25	17-Nov-25	09-Dec-25	27																							
B1100	FU As-Built Review	10	17-Oct-25	30-Oct-25	30-Oct-25	13-Nov-25	8																							
B1170	Reuse As-Built Review	10	20-Oct-25	31-Oct-25	30-Oct-25	13-Nov-25	8																							
B1200	Rough-Grade Roadway - 13,171 SY	4	20-Oct-25	23-Oct-25	20-Oct-25	23-Oct-25	0																							
B1140	Storm As-Built Review	10	21-Oct-25	03-Nov-25	30-Oct-25	13-Nov-25	7																							
B1150	VW As-Built Review	10	21-Oct-25	03-Nov-25	30-Oct-25	13-Nov-25	7																							
B1210	Roadway Stabilization - 18,558 SY	19	24-Oct-25	19-Nov-25	24-Oct-25	19-Nov-25	0																							
B1033	Install Liftstation 2 Electrical and Mechanical	10	30-Oct-25	12-Nov-25	10-Dec-25	23-Dec-25	27																							
B1190	Reuse As-Built Review	10	03-Nov-25	14-Nov-25	13-Nov-25	29-Nov-25	8																							
B1160	VW As-Built Review	10	04-Nov-25	17-Nov-25	13-Nov-25	26-Nov-25	7																							
B1220	Pour Curb - 10,219 LF	14	07-Nov-25	26-Nov-25	07-Nov-25	26-Nov-25	0																							

Actual Level of Effort

Remaining Work

Actual Work

Critical Remaining Work

Summary

Page 3 of 4

TASK Plan: All Activities

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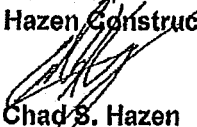
Seminole Trace Model Home Homes Phase 1 - Baseline MM							Project Progress Layout ESEPLSLF												25-Feb-25 11:26												
Activity ID	Activity Name	Original Duration	Early Start	Early Finish	Late Start	Late Finish	Total Float	1/2025			2/2025			3/2025			4/2025			5/2025			6/2025			7/2025			8/2025		
								Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
B1230	Install Roadway Base - 13,171 SY	17	21-Dec-25	17-Dec-25	01-Dec-25	23-Dec-25	4																								
B1250	Pour Common Area Sidelak - 2,407 SF	6	01-Dec-25	08-Dec-25	01-Dec-25	08-Dec-25	0																								
B1190	Pre-Grade Green Areas - 12,237 SY	12	01-Dec-25	16-Dec-25	02-Dec-25	17-Dec-25	1																								
B1260	Sod Restoration	5	11-Dec-25	17-Dec-25	11-Dec-25	17-Dec-25	0																								
B1240	Pave - 1st LT - 13,171 SY	6	18-Dec-25	05-Jan-26	05-Jan-26	12-Jan-26	4																								
B1270	Seed and Mulch Restoration	5	18-Dec-25	05-Jan-26	18-Dec-25	05-Jan-26	0																								
B1250	Street Signage	5	05-Jan-26	12-Jan-26	05-Jan-26	12-Jan-26	0																								
B1260	Pave - 2nd LT - 13,171 SY	10	13-Jan-26	26-Jan-26	13-Jan-26	26-Jan-26	0																								
B1300	Paving As-Built	10	27-Jan-26	09-Feb-26	03-Feb-26	16-Feb-26	5																								
B1310	Paving As-Built Review	10	10-Feb-26	23-Feb-26	17-Feb-26	02-Mar-26	5																								
B1320	Striping	5	24-Feb-26	02-Mar-26	24-Feb-26	02-Mar-26	0																								
Phase 1 Closeout		20	03-Mar-26	30-Mar-26	03-Mar-26	30-Mar-26	0																								
C1350	Final Inspections and Punchlist Work	20	03-Mar-26	30-Mar-26	03-Mar-26	30-Mar-26	0																								

CSK

HAZEN CONSTRUCTION, LLC

19. Offsite asphalt has been priced as 1" SP-9.5, 2" SP-12.5, 10" limerock, 12" subgrade.
20. We have included sod and seed/mulch restoration for our work areas.
21. Pumping down storm system for final inspection is not included.
22. Any hardscape, landscape or irrigation is not included.
23. All roadway areas to be graded by others to subgrade elevation. Earthwork excavation, embankment, swales, or imported fill has not been included.
24. Mulch/sodded walking paths or stabilized fire access roads to be completed by mass grading contractor.
25. Filling in of existing offsite swale and grading of new swale to be completed by mass grading contractor.
26. Base has been included as limerock. Pricing to be adjusted if crushed concrete base is required.
27. Any temporary construction fencing or permanent fencing is not included.
28. We have not included any conservation signs, silt fence, wetland fence, or turbidity barrier.
29. We have not included any site amenities - decorative signage and/or signage posts, lighting, benches, fountains, mailboxes, gates, etc.
30. No geotechnical report has been provided other than bore logs on plan sheets. If additional scope is required based on geotechnical report our price will need to be adjusted.
31. This proposal is limited to the utility work and road way items itemized above. Another contractor will complete the mass grading and other scope items.
32. Our pricing is subject to the availability of materials and cost escalations, at the time of construction, of any items of work in this proposal.

Sincerely,
Hazen Construction


Chad S. Hazen
Owner



January 15, 2025

Hazen Construction

Seminole Trace

Drawing Log

Drawings prepared by England-Thlms & Miller, Inc.

<u>Drawing</u>	<u>Description</u>	<u>Date</u>
1	Cover	No date
2	Signature Page	No date
3	General Notes and Legend	No date
4	Master Site Plan	No date
4A-4D	Demolition Plan	No date
5A-5O	Site Geometry Plan	No date
5P-5R	Autoturn Plan	No date
6	Pre-Development Drainage Plan	No date
7	Post-Development Drainage Plan	No date
8A-8O	Paving and Drainage Plane	No date
8P-8Q	Turn Lane Improvements	No date
8R	Maintenance of Traffic Notes	No date
8S	Maintenance of Traffic Notes - PH 1A	No date
8T	Maintenance of Traffic Notes - PH 1B	No date
8U	Maintenance of Traffic Notes - PH 1C	No date
8V	Maintenance of Traffic Notes - PH 2A	No date
8W	Maintenance of Traffic Notes - PH 2B	No date
8X	Maintenance of Traffic Notes - PH 2C	No date
9A-9O	Neighborhood Grading Plan	No date
10	Master Water & Sewer Plan	No date
10A-10O	Water & Sewer Plan	No date
10P-10FF	Offsite Utilities Plan	No date
10GG	Utility Crossing Schedule	No date
11A-11I	Roadway Profiles	No date
12A-12G	Paving and Drainage Details	No date
13A-13D	City of Palm Coast Standard Water Details	No date
13E-13F	City of Palm Coast Standard Sewer Details	No date
13G-13I	City of Palm Coast Pump Station Details	No date
13J	Pump Station Site Specific Plan	No date
13K	City of Palm Coast Pump Station Details	No date
13L	Pump Station Site Specific Plan	No date
13M-13P	City of Palm Coast Pump Station Details	No date
14	Sediment and Erosion Control Plan	No date
15	Sediment and Erosion Control Details	No date
16	Stormwater Pollution Prevention Plan	No date
17	SWPPP-Contractor's Certification	No date
18	Recreation Area	No date



Exhibit B

GENERAL CONDITIONS


The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.


- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

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Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

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hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All moves as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
 - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.


- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

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himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
 - c. Contractor will assist Owner in complying with the OSHA Regulations.
 - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.

G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.




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Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("Contractor's Written Safety Program"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

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- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

N/A


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Exhibit E

INSURANCE REQUIREMENTS

KL Seminole Trace LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("Agreement") by and between KL Seminole Trace LLC ("Owner") and Hazen Construction LLC ("Contractor") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement.

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:


(1) Kolter Group Acquisitions LLC, (2) KL Seminole Trace LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The Additional Insured Endorsement form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

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- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.


AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

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- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

26.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
- (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

26.15 Kolter Group Acquisitions LLC &

26.16 KL Seminole Trace LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

KL Seminole Trace LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by KL Seminole Trace LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Trace according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20_____.

CONTRACTOR:
HAZEN CONSTRUCTION LLC

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.


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Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

KL Seminole Trace LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ _____, paid by KL Seminole Trace LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Trace according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

CONTRACTOR:
Hazen Construction LLC

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[LANDINGS CDD – PHASE 1 & OFFSITE PROJECT]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated Feb. 12, 2025 ("**Contract**") between the KL Seminole Trace LLC ("**Developer**") and Hazen Construction LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Landings Community Development District ("**District**"), which has an address of c/o 219 E. Livingston Street, Orlando, Florida 32801. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right, but not the obligation, to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

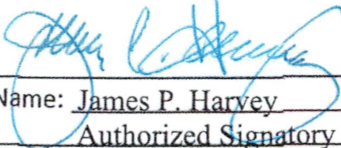
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]


[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

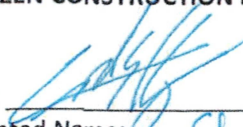
KL SEMINOLE TRACE LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory
Dated: June 26, 2025

LANDINGS COMMUNITY DEVELOPMENT
DISTRICT

By: 
Printed Name: William Eife
Title: Chairperson vice chair
Dated: 6/27/25

HAZEN CONSTRUCTION LLC

By: 
Printed Name: Chad S. Hazen
Title: Authorized Signatory
Dated: 6/26/25

SECTION D

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[LANDINGS CDD – SEMINOLE TRACE PHASE 1 & 2 PROJECT]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated Aug. 8, 2024 ("**Contract**") between the KL Seminole Trace LLC ("**Developer**") and Smith Trucking Company, Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Landings Community Development District ("**District**"), which has an address of c/o 219 E. Livingston Street, Orlando, Florida 32801. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right, but not the obligation, to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

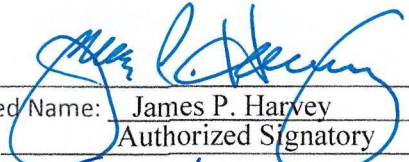
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]


[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.


KL SEMINOLE TRACE LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory
Dated: July 14, 2025

LANDINGS COMMUNITY DEVELOPMENT
DISTRICT

By: 
Printed Name: William Fife
Title: Chairperson / Vice Chairperson
Dated: 7/15/25

SMITH TRUCKING COMPANY, INC.

By: 
Printed Name: Tyler Smith
Title: Authorized Signatory
Dated: 7/8/25

KOLTERLAND

Contractor Agreement

Effective Date:	August 8, 2024		
Owner:	Full Legal Company Name: KL Seminole Trace LLC		
	Address: 14025 Riveredge Drive, Suite 175	Phone: 813-615-1244	
	City: Tampa	Fax: 813-615-1461	
	State: FL	Zip: 33637	Email: hkiernan@kolter.com
	Authorized Representative: Haley Kiernan		Cell Phone: 386-383-4052
Contractor:	Full Legal Company Name: Smith Trucking Company, Inc.		
	Vendor Number:		
	Contractor State License No.:		
	Contractor County License No.:		
	Contractor City License No.:		
	Federal Employer I.D. No.: 59-3042374		
	Address: 51 Ellis Street, Suite 101	Phone: 904-940-1226	
	City: St. Augustine	Fax: 904-212-2831	
	State: FL	Zip: 32095	Email: tyler@smithtrucking.net
	Authorized Representative: Tyler Smith		Cell Phone:
Project:	Seminole Trace Phase 1 & 2		
Project HOA Entity:	Full Legal Company Name:		
Project Location:	County: Flagler	State: FL	Zip:

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other

ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the “Parties”.

See Schedule “1” for All Plans Specifications

Purpose of Agreement.

1.1 This Agreement is a “**LUMP SUM**” Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the “**Work**”) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the “**Materials and Labor**”) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Project in substantial conformance with plans and specifications as enumerated on Schedule “1” attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.

1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits and schedules attached to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the “**Agreement Documents**”). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits and schedules attached to this Agreement consist of: Schedule “1” “List of Plans And Specifications; Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.

2.2 THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.

3. Ordering Process.

3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for

the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, as enumerated on Schedule "1" of the Agreement, including all revisions thereto made throughout the progress of the Project.

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available to Contractor: (a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, email and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain a NPDES permit required to perform Work, all other permits and fees shall be provided by the Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.
- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
 - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
 - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
 - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
 - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 3 days after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 3 day period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 30 Days of request therefore by Owner.

5. Performance and Progress of Work.

The Contractor has prepared and provided a Construction Schedule (the "Schedule") (**Exhibit I**) for the Project. The Schedule includes an estimated "Substantial Completion" date for these improvements. Should Contractor fail to meet the Substantial Completion date by reason of events for which extensions of time are not permitted under the Agreement Documents, and such failure is the exclusive and sole responsibility of Contractor, then Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.9. The Schedule also include an estimated "Final Completion" date for the improvements. Should Contractor fail to meet the Final Completion date by reason of events for which extensions of time are not permitted under the Agreement Documents, and such failure is the exclusive and sole responsibility of Contractor, then Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 5.10.

- 5.1 (Intentionally deleted).
- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement and shall prosecute the Work in a prompt and diligent manner without unreasonably hindering the work of Owner or its subcontractors. If work or property of others is unreasonably hindered, delayed, or damaged by the wrongful or negligent act of Contractor, Contractor shall pay for all costs and damages incurred by such other party, including any costs and damages incurred by Owner, and will cause all such damage to be corrected to the satisfaction of and without cost to Owner or Owner's surety. Should Contractor sustain any loss through (i) any wrongful or negligent act or omission of Owner or any other subcontractor, or (ii) failure of Owner or any subcontractor to perform his contractual undertakings, then Contractor shall not make a monetary claim or cause of action against Owner, except for an extension of time as provided for in the Agreement Documents, and Contractor's sole and exclusive recourse shall be against the responsible subcontractor or other party to recover any and all loss sustained.
- 5.5 Should the Contractor be delayed in the prosecution of any Work by reasons beyond its exclusive control or responsibility under the Agreement Documents, by the acts of Owner, or by a Force Majeure Event, then the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed or by the number of days as Owner and Contractor agree. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, any act or provision of any present or future law or regulation or government authority, any act of God, pandemic, epidemic, war, civil or military disobedience or disorder, riot, terrorism, fire, earthquake, hurricane, storm, flood, strike, work stoppage or similar occurrence unrelated to any act or failure to act by the party claiming the Force Majeure Event.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, other than an extension of the time for completion and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.
 - (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.
- 5.9 Should Contractor fail to perform any of its obligations as provided in this Section 5 by reason of events for which extensions of time are not permitted under the Agreement Documents, and such failure is the exclusive and sole responsibility of Contractor, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 5.9 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5.9 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$300.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 5, the Liquidated Damage Amount shall be \$300.00 per day.

6. Receipt and Protection of Materials; Protection of Work.

- 6.1 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.2 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.3 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.4 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.5 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

- 7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall,

within 3 business days after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, , whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 7.4, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor

shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating

information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

- 10.3** Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 10.4** Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 3 years following completion of the Project, or longer as required by Applicable Law.
- 10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

- 11.1** Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed

from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

- 11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3** If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**
- 11.5** Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6** Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

12. Warranties; Warranty Work and Performance Standards.

- 12.1** Contractor agrees to promptly make good, without cost to Owner, any and all defects due to faulty workmanship and/or materials, excluding any workmanship or materials provided by Owner or damaged by other individuals or entities, which may appear prior to stabilization of the materials or within thirty (30) days after the signed and sealed final as-built plans are provided to Owner. Specifically, stabilization (sod seed) will be warranted for thirty (30) days after installation and the silt fence will be turned over to Owner/the

utility contractor after a walkthrough inspection or thirty (30) days after the submittal of final as-built plans, whichever occurs sooner. Contractor shall be under no obligation to perform warranty work until Contractor has received payment in full from Owner. All warranty requests shall be made in writing to Contractor. Contractor's obligations under this warranty are limited to repair or replacement of any work or materials found to be defective within the warranty period. This limited warranty is given in lieu of any and all other warranties, expressed or implied, and Contractor's liability is exclusively limited to the remedy provided herein..

- 13. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

14. Relationship Management.

- 14.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 14.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 14.3** Contractor shall maintain electronic communications with Owner via e-mail. .
- 14.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 14.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- 14.6** To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

15. Goals, Continuous Improvement and Quality.

- 15.1** Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 15.2** Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 15.3** If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

16. Prices and Payment.

- 16.1** Contractor will perform the Work for a lump sum amount of Four Million, Three Hundred Fifty-Four Thousand, Five Hundred Eighty Five and 82/100 Dollars (**\$4,354,585.82**). **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

- 16.2** Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor also understands and agrees that Materials that are stored, but not incorporated into the Work are not to be billed until such Materials are incorporated into the Work. Owner is not responsible to pay Contractor for stored Materials.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 16.3** As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 16.4** No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 16.5** Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; and/or (e) any Liquidated Damage Amounts due from Contractor. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 16.6** In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement
- 16.7**
- 16.8** Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 16.9**
- 16.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 16.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 16.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturers and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 16.13** Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 16.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 16.15** No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 16.16** Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
- 17. Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
- 18. Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in

this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 18.1** Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 18.2** In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 18.3** The provisions of this Section 18 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 19. Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

19.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 18 of this Agreement) to the fullest extent provided in this Agreement.

- 20. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

21. Term and Termination.

- 21.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms.
- 21.2** Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for

Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

- 21.3** Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; and/or (h) Contractor causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project;
- 21.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 7 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
 - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and profit on all costs incurred by Owner to correct such default;
 - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 30 days of written demand from Owner.

- 21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 7 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 21.7
- 21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
22. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
23. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
26. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
27. **General Terms.**
- 27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

- 27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 27.6 Except as expressly provided herein, this Agreement may not be modified except in writing, signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.
- 27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 27.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 27.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**

27.12 Choice of Law, Arbitration and Venue

- a) All actions, claims, counterclaims, controversies, or disputes (each, a “Dispute”) between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association (“AAA”) in Miami, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator’s costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys’ fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys’ and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator’s award may be enforced in any court of competent jurisdiction sitting in and for Dade County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side’s hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Miami, Florida;
 - ii. The production of each side’s electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys’ fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side’s right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees

- and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
- iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in Miami, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

Owner: KL Seminole Trace LLC

By: _____

(signature)

Name: James P. Harvey

(printed)

Title: Authorized Signatory

Date: _____

08.15.24

Contractor: Smith Trucking Company, Inc.

By: _____

(signature)

Name: Tyler Smith

(printed)

Title: President

Date: 8/13/24

Exhibit A

Bid Date: August 1, 2024
Project Name: Seminole Trace Phase 1 & 2
Total Bid Price: \$4,354,585.82



51 Ellis Street, Suite 101
St. Augustine, Florida 32095
P: (904)-940-1226
F: (904)-212-2831
smithtrucking.net

To:	KOLTER LAND	Contact:	HALEY KIERNAN
Address:	105 NE 1st ST	Phone:	386-383-4052
	DELRAY BEACH, FL 33444	Fax:	
Project Name:	SEMINOLE TRACE PHASE 1 & 2	Bid Number:	
Project Location:	St. Augustine, Florida	Bid Date:	August 1, 2024

Smith Trucking Company, Inc. is pleased to quote the following items on the above referenced project.

Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	MOBILIZATION	1.00	LS	\$12,500.00	\$12,500.00
20	SURVEYING	1.00	LS	\$79,189.00	\$79,189.00
30	TESTING	1.00	LS	\$77,426.00	\$77,426.00
40	NPDES	1.00	LS	\$12,500.00	\$12,500.00
50	SILT FENCE	30,400.00	LF	\$3.75	\$114,000.00
60	STAKED TURBIDITY	386.00	LF	\$9.00	\$3,474.00
70	CLEARING	126.40	AC	\$5,200.00	\$657,280.00
80	STRIP SITE	126.40	AC	\$450.00	\$56,880.00
90	REMOVAL OF STRIPPINGS ONSITE	101,983.00	CY	\$2.85	\$290,651.55
100	EXCAVATION	456,601.00	CY	\$2.85	\$1,301,312.85
110	EMBANKMENT	517,390.00	CY	\$0.85	\$439,781.50
120	DEWATERING	1.00	LS	\$114,151.00	\$114,151.00
130	IMPORT FILL	3,452.00	LDS	\$152.80	\$527,465.60
140	EMBANKMENT	3,452.00	LDS	\$27.50	\$94,930.00
150	FINAL GRADING	252,406.00	SY	\$0.21	\$53,005.26
160	SEEDING	252,406.00	SY	\$0.41	\$103,486.46
170	SODDING	114,124.00	SY	\$3.65	\$416,552.60

Total Bid Price: \$4,354,585.82

Notes, Assumptions, Understandings, Exclusions & Inclusions:

- Proposal based on performing phases 1 and 2 in their entirety. Should 404 wetland areas not be released prior to demobilization, STC reserves the right to modify pricing.
- Mobilization includes: One time mobilization to the site and demobilization away from the site.
- Retaining Wall by others.
- Fencing by others.
- Storm installation by others.
- Landscaping by others, with exception to grassing pond slopes.
- Timber wood parking separators by others.
- All demolition by others.
- Restorative work is excluded to any related potential road damage caused by STC truck, equipment or subhauleders.
- Relocation of any utilities is excluded in STC pricing.
- All work is based on a 5-Day work week, Monday through Friday. Weekend and evening work is not included in pricing.
- All permitting & Fees by others, with exception of NPDES.
- STC pricing is dependent upon verification of existing topography.
- STC shall not be responsible for any damage to our work caused by others.
- STC shall not be responsible for any discrepancies between existing plan grades and actual final grades.
- Once final embankment placement in STC work area(s) is accepted by the Customer, STC is no longer responsible for any damages caused by acts of nature or other contractors; this includes any bank/swales or open areas that have been construction and/or stabilized.
- Stripping depth pricing is based on 6" to 9" depth; if stripping requirements exceeds 9" STC reserves the right to provide modified pricing.
- All on-site excavation is assumed to be suitable for use of embankment placement; STC reserve the right to modify pricing to the Customer if said material is deemed unsuitable.
- Liquidated damages shall not be passed down to STC unless we are wholly responsible for delays to completion to project.
- Owner shall provide and maintain access to all work areas. STC shall stabilize and maintain construction entrances; however, any damage to construction entrances caused by others will be remediated at no cost to STC.
- STC assumes that all pond excavation areas will receive sock drains; if sock drain installation is not possible due to varying soil conditions, STC reserves the right to provide modified pricing.
- The Customer shall agree to modify unit pricing if any STC work activities cease from discovery of ancient historical artifacts during any work activities.
- STC's pricing assumes any exotic / endangered species, wildlife or other similar entities have been mitigated prior to any work beginning; delays associated with these types of discovery's impacting STC's work shall be commensurate with the Customer agreeing to compensate STC for lost time.
- Any work not included in the contract shall not take place without an executed Change Order from the Customer. If STC encounters any unforeseen conditions, work will immediately cease and commence only when an executed modification to the contract is electronically sent to STC.
- STC requires all Terms & Conditions along with these Schedule of Values to be incorporated into the subcontract(s) issued by the Customer.
- Pricing does not include any bonding.
- ~~Retainage shall not exceed 2-5%~~
- Payment due within 30 days of date of invoice, regardless of financing or payment status issues incurred by the Customer.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Smith Trucking Company, Inc. Authorized Signature: <i>Tyler Jennings Smith</i> VP of Operations: Tyler Smith 904-940-1226 tyler@smithtrucking.net
--	--

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, within 24 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such

noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner has the right to remove any such improperly parked vehicle without prior

permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. **Acceptance of Prior Work.** It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. **Protection of Finished Work.** Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
- b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. **Materials.** All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. **Delivery, Dumping.** Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. **Water/Utilities.** Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. **Cleanliness, Trash & Debris.** Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste,

tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.
- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules,

programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
 - c. Contractor will assist Owner in complying with the OSHA Regulations.
 - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
 - e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related

to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.
- 7) Contractor shall participate in Owner's safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other

subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

(N/A)

Exhibit E

INSURANCE REQUIREMENTS

KL Seminole Trace LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (“**Agreement**”) by and between KL Seminole Trace LLC (“**Owner**”) and Smith Trucking Company, Inc. (“**Contractor**”) all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“**SIR**”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) KL Seminole Trace LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG2010 (04 13) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limits for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

27.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners' insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
 - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

27.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

27.15 Kolter Group Acquisitions LLC &

27.16 KL Seminole Trace LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

KL Seminole Trace LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by KL Seminole Trace LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Trace according to the plat thereof on file in the office of the Clerk of the Court in and for Flager County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20_____.

CONTRACTOR,
SMITH TRUCKING COMPANY, INC.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, 2021, by _____, as _____ of _____ a _____ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

KL Seminole Trace LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by KL Seminole Trace LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Trace LLC according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this ____ day of _____ 20____.

CONTRACTOR,
KL sSmith Trucking Company, Inc.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, 2021, by _____, as _____ of _____ a _____ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

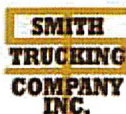
COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

SCHEDULE 1

All Plans Specifications

Seminole Trace
Phase 1 & 2
Clearing and Earthwork
\$4,354,585.82



51 Ellis Street, Suite 101
St. Augustine, Florida 32095
P: (904)-940-1226
F: (904)-212-2831
smithtrucking.net

To:	KOLTER LAND	Contact:	HALEY KIERNAN
Address:	105 NE 1st ST	Phone:	386-383-4052
	DELRAY BEACH, FL 33444	Fax:	
Project Name:	SEMINOLE TRACE PHASE 1 & 2	Bid Number:	
Project Location:	St. Augustine, Florida	Bid Date:	August 1, 2024

Smith Trucking Company, Inc. is pleased to quote the following items on the above referenced project.

Item Number	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	MOBILIZATION	1.00	LS	\$12,500.00	\$12,500.00
20	SURVEYING	1.00	LS	\$79,189.00	\$79,189.00
30	TESTING	1.00	LS	\$77,426.00	\$77,426.00
40	NPDES	1.00	LS	\$12,500.00	\$12,500.00
50	SILT FENCE	30,400.00	LF	\$3.75	\$114,000.00
60	STAKED TURBIDITY	386.00	LF	\$9.00	\$3,474.00
70	CLEARING	126.40	AC	\$5,200.00	\$657,280.00
80	STRIP SITE	126.40	AC	\$450.00	\$56,880.00
90	REMOVAL OF STRIPPINGS ONSITE	101,983.00	CY	\$2.85	\$290,651.55
100	EXCAVATION	456,601.00	CY	\$2.85	\$1,301,312.85
110	EMBANKMENT	517,390.00	CY	\$0.85	\$439,781.50
120	DEWATERING	1.00	LS	\$114,151.00	\$114,151.00
130	IMPORT FILL	3,452.00	LDS	\$152.80	\$527,465.60
140	EMBANKMENT	3,452.00	LDS	\$27.50	\$94,930.00
150	FINAL GRADING	252,406.00	SY	\$0.21	\$53,005.26
160	SEEDING	252,406.00	SY	\$0.41	\$103,486.46
170	SODDING	114,124.00	SY	\$3.65	\$416,552.60

Total Bid Price: \$4,354,585.82

Notes, Assumptions, Understandings, Exclusions & Inclusions:

- Proposal based on performing phases 1 and 2 in their entirety. Should 404 wetland areas not be released prior to demobilization, STC reserves the right to modify pricing.
- Mobilization includes: One time mobilization to the site and demobilization away from the site.
- Retaining Wall by others.
- Fencing by others.
- Storm installation by others.
- Landscaping by others, with exception to grassing pond slopes.
- Timber wood parking separators by others.
- All demolition by others.
- Restorative work is excluded to any related potential road damage caused by STC truck, equipment or subhauleders.
- Relocation of any utilities is excluded in STC pricing.
- All work is based on a 5-Day work week, Monday through Friday. Weekend and evening work is not included in pricing.
- All permitting & Fees by others, with exception of NPDES.
- STC pricing is dependent upon verification of existing topography.
- STC shall not be responsible for any damage to our work caused by others.
- STC shall not be responsible for any discrepancies between existing plan grades and actual final grades.
- Once final embankment placement in STC work area(s) is accepted by the Customer, STC is no longer responsible for any damages caused by acts of nature or other contractors; this includes any bank/swales or open areas that have been construction and/or stabilized.
- Stripping depth pricing is based on 6" to 9" depth; if stripping requirements exceeds 9" STC reserves the right to provide modified pricing.
- All on-site excavation is assumed to be suitable for use of embankment placement; STC reserve the right to modify pricing to the Customer if said material is deemed unsuitable.
- Liquidated damages shall not be passed down to STC unless we are wholly responsible for delays to completion to project.
- Owner shall provide and maintain access to all work areas. STC shall stabilize and maintain construction entrances; however, any damage to construction entrances caused by others will be remediated at no cost to STC.
- STC assumes that all pond excavation areas will receive sock drains; if sock drain installation is not possible due to varying soil conditions, STC reserves the right to provide modified pricing.
- The Customer shall agree to modify unit pricing if any STC work activities cease from discovery of ancient historical artifacts during any work activities.
- STC's pricing assumes any exotic / endangered species, wildlife or other similar entities have been mitigated prior to any work beginning; delays associated with these types of discovery's impacting STC's work shall be commensurate with the Customer agreeing to compensate STC for lost time.
- Any work not included in the contract shall not take place without an executed Change Order from the Customer. If STC encounters any unforeseen conditions, work will immediately cease and commence only when an executed modification to the contract is electronically sent to STC.
- STC requires all Terms & Conditions along with these Schedule of Values to be incorporated into the subcontract(s) issued by the Customer.
- Pricing does not include any bonding.
- ~~Retainage shall not exceed 2.5%~~
- Payment due within 30 days of date of invoice, regardless of financing or payment status issues incurred by the Customer.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Smith Trucking Company, Inc. Authorized Signature: <i>Tyler Jennings Smith</i> VP of Operations: Tyler Smith 904-940-1226 tyler@smithtrucking.net
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Contract Coding Sheet

<u>Project Name:</u>	Seminole Trace
<u>Date:</u>	8/8/2024
<u>Contractor:</u>	Smith Trucking

Instructions:

The purpose of the sheet is to verify that there are adequate funds available within the budget before executing a contract. If changes need to be made to the budget a BCR must accompany this form, this sheet will reflect the budget after the BCR.
JCVR = Job Cost Variance Report

Total Contract Amount

\$4,354,585.82

Life of Project

[illegible]

Current Year Annual Budget

[illegible]

I have reviewed the Proforma and Budgets and confirm the values stated herein.

Project Manager:

Haley Kiernan

Digitally signed by Haley Kiernan
DN: cn=Haley Kiernan, c=US,
o=Kolter Land, ou=Land
Development Manager ,
email=hkiernan@kolter.com
Date: 2024.08.08 16:43:21 -04'00'

Print Name: _____

Finance Director:

Print Name:

James P. Harvey

SECTION IX

SECTION C

SECTION 1

Landings
Community Development District

Approved Budget
FY2026



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Landings

Community Development District

Approved Budget

General Fund

Description	Adopted Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Approved Budget FY2026
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Revenues

Developer Contributions	\$ 144,268	\$ 74,284	\$ 36,307	\$ 110,591	\$ -
Assessments Direct - Administrative	\$ -	\$ -	\$ -	\$ -	\$ 75,320
Assessments Tax Collector - North Tract	\$ -	\$ -	\$ -	\$ -	\$ 51,439
Assessments Direct - North Tract	\$ -	\$ -	\$ -	\$ -	\$ 93,578

Total Revenues	\$ 144,268	\$ 74,284	\$ 36,307	\$ 110,591	\$ 220,338
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Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 400	\$ 800	\$ 1,200	\$ 12,000
FICA Expenses	\$ 918	\$ 31	\$ 90	\$ 121	\$ 918
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 1,058	\$ 12,500	\$ 13,558	\$ 25,000
Annual Audit	\$ 4,000	\$ 4,600	\$ -	\$ 4,600	\$ 6,000
Assessment Administration	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ 5,408
Arbitrage	\$ 900	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 6,000	\$ 4,167	\$ 833	\$ 5,000	\$ 6,180
Trustee Fees	\$ 8,040	\$ -	\$ -	\$ -	\$ 8,040
Management Fees	\$ 42,500	\$ 35,417	\$ 7,083	\$ 42,500	\$ 43,775
Information Technology	\$ 1,890	\$ 1,575	\$ 315	\$ 1,890	\$ 1,947
Website Maintenance	\$ 1,260	\$ 1,050	\$ 210	\$ 1,260	\$ 1,298
Telephone	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Postage & Delivery	\$ 1,000	\$ 379	\$ 250	\$ 629	\$ 1,000
Insurance	\$ 5,750	\$ 5,408	\$ -	\$ 5,408	\$ 6,613
Copies	\$ 500	\$ 596	\$ 250	\$ 846	\$ 500
Legal Advertising	\$ 10,000	\$ 115	\$ 5,000	\$ 5,115	\$ 10,000
Contingency	\$ 2,500	\$ 753	\$ 1,000	\$ 1,753	\$ 2,500
Office Supplies	\$ 625	\$ 56	\$ 325	\$ 381	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

Total General & Administrative	\$ 144,268	\$ 61,030	\$ 36,307	\$ 97,337	\$ 148,838
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Operations & Maintenance

Field Expenditures

Field Management	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ -
Water - Irrigation Usage	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 4,000

Total Operations & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	71,500
Total Expenditures	\$	144,268	\$	61,030	\$	36,307	\$	97,337	\$	220,338
Excess Revenues/(Expenditures)	\$	-	\$	13,254	\$	-	\$	13,254	\$	0

Type	Units	ERU	Total ERUs	Net Annual Assessments	Net Per Unit	Gross Per Unit
Villa 40' NT - Tax Collector	32	0.80	25.60	\$ 9,158	\$ 286.17	\$ 304.44
Single Family 50' NT - Tax Collector	69	1.00	69.00	\$ 24,682	\$ 357.71	\$ 380.55
Single Family 60' NT - Tax Collector	41	1.20	49.20	\$ 17,600	\$ 429.26	\$ 456.66
Villa 40' NT - Direct	72	0.80	57.60	\$ 20,604	\$ 286.17	\$ 304.44
Single Family 50' NT - Direct	66	1.00	66.00	\$ 23,609	\$ 357.71	\$ 380.55
Single Family 60' NT - Direct	115	1.20	138.00	\$ 49,365	\$ 429.26	\$ 456.66
Unplatted	416	0.51	210.56	\$ 75,320	\$ 181.06	\$ 192.61
Total	811		615.96	\$ 220,338		

Landings

Community Development District

General Fund Budget

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Assessments Direct - Administrative

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the administrative operating expenditures during the fiscal year. The Direct Assessment will be billed based on the below allocations:

JTL Grand Landings Development LLC – 48.7%
KL Seminole Trace, LLC – 34.66%
Bryndog PCP, LLC – 16.64%

Assessments Direct – North Tract

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operations and maintenance expenditures related to the North Tract during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Chiumento Law, PLLC, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

Landings

Community Development District

General Fund Budget

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services-Central Florida, LLC, provides these services.

Telephone

Represents cost for telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Landings

Community Development District

General Fund Budget

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenses

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landings

Community Development District

General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers and irrigation wells.

Lake Maintenance

Represents the estimated maintenance of the lake within the common areas of the District.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water – Irrigation Usage

Represents current and estimated costs for water provided for common areas throughout the District.

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2024 North Tract

Description	Adopted Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Approved Budget FY 2026
<u>REVENUES:</u>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 490,975
Interest Earnings	\$ -	\$ 32,657	\$ 10,000	\$ 42,657	\$ 15,000
Carry Forward Surplus	\$ 531,850	\$ 536,972	\$ -	\$ 536,972	\$ 245,166
TOTAL REVENUES	\$ 531,850	\$ 569,629	\$ 10,000	\$ 579,629	\$ 751,141
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ -	\$ 18,004	\$ -	\$ 18,004	\$ 5,000
Interest - 11/1	\$ 137,075	\$ 137,075	\$ -	\$ 137,075	\$ 197,388
Interest - 5/1	\$ 197,388	\$ 197,388	\$ -	\$ 197,388	\$ 197,388
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 95,000
TOTAL EXPENDITURES	\$ 334,463	\$ 352,467	\$ -	\$ 334,463	\$ 489,775
EXCESS REVENUES (EXPENDITURES)	\$ 197,387	\$ 217,162	\$ 10,000	\$ 245,166	\$ 261,366

Interest Due 11/1/26 \$195,013

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Villa 40'	104	\$ 97,753	\$ 939.93	\$ 999.93
Single Family - 50'	135	\$ 158,614	\$ 1,174.92	\$ 1,249.91
Single Family - 60'	156	\$ 234,608	\$ 1,503.90	\$ 1,599.89
Total	395	\$ 490,975		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	7,020,000	5.000%		137,075	137,074.65
05/01/25	7,020,000	5.000%	-	197,388	
11/01/25	7,020,000	5.000%		197,388	394,775.00
05/01/26	7,020,000	5.000%	95,000	197,388	
11/01/26	6,925,000	5.000%		195,013	487,400.00
05/01/27	6,925,000	5.000%	100,000	195,013	
11/01/27	6,825,000	5.000%		192,513	487,525.00
05/01/28	6,825,000	5.000%	105,000	192,513	
11/01/28	6,720,000	5.000%		189,888	487,400.00
05/01/29	6,720,000	5.000%	110,000	189,888	
11/01/29	6,610,000	5.000%		187,138	487,025.00
05/01/30	6,610,000	5.000%	115,000	187,138	
11/01/30	6,495,000	5.000%		184,263	486,400.00
05/01/31	6,495,000	5.000%	125,000	184,263	
11/01/31	6,370,000	5.000%		181,138	490,400.00
05/01/32	6,370,000	5.500%	130,000	181,138	
11/01/32	6,240,000	5.500%		177,563	488,700.00
05/01/33	6,240,000	5.500%	135,000	177,563	
11/01/33	6,105,000	5.500%		173,850	486,412.50
05/01/34	6,105,000	5.500%	145,000	173,850	
11/01/34	5,960,000	5.500%		169,863	488,712.50
05/01/35	5,960,000	5.500%	155,000	169,863	
11/01/35	5,805,000	5.500%		165,600	490,462.50
05/01/36	5,805,000	5.500%	160,000	165,600	
11/01/36	5,645,000	5.500%		161,200	486,800.00
05/01/37	5,645,000	5.500%	170,000	161,200	
11/01/37	5,475,000	5.500%		156,525	487,725.00
05/01/38	5,475,000	5.500%	180,000	156,525	
11/01/38	5,295,000	5.500%		151,575	488,100.00
05/01/39	5,295,000	5.500%	190,000	151,575	
11/01/39	5,105,000	5.500%		146,350	487,925.00
05/01/40	5,105,000	5.500%	200,000	146,350	
11/01/40	4,905,000	5.500%		140,850	487,200.00
05/01/41	4,905,000	5.500%	215,000	140,850	
11/01/41	4,690,000	5.500%		134,938	490,787.50
05/01/42	4,690,000	5.500%	225,000	134,938	
11/01/42	4,465,000	5.500%		128,750	488,687.50
05/01/43	4,465,000	5.500%	240,000	128,750	
11/01/43	4,225,000	5.500%		122,150	490,900.00

05/01/44	4,225,000	5.500%	250,000	122,150	
11/01/44	3,975,000	5.500%		115,275	487,425.00
05/01/45	3,975,000	5.800%	265,000	115,275	
11/01/45	3,710,000	5.800%		107,590	487,865.00
05/01/46	3,710,000	5.800%	280,000	107,590	
11/01/46	3,430,000	5.800%		99,470	487,060.00
05/01/47	3,430,000	5.800%	300,000	99,470	
11/01/47	3,130,000	5.800%		90,770	490,240.00
05/01/48	3,130,000	5.800%	315,000	90,770	
11/01/48	2,815,000	5.800%		81,635	487,405.00
05/01/49	2,815,000	5.800%	335,000	81,635	
11/01/49	2,480,000	5.800%		71,920	488,555.00
05/01/50	2,480,000	5.800%	355,000	71,920	
11/01/50	2,125,000	5.800%		61,625	488,545.00
05/01/51	2,125,000	5.800%	375,000	61,625	
11/01/51	1,750,000	5.800%		50,750	487,375.00
05/01/52	1,750,000	5.800%	400,000	50,750	
11/01/52	1,350,000	5.800%		39,150	489,900.00
05/01/53	1,350,000	5.800%	425,000	39,150	
11/01/53	925,000	5.800%		26,825	490,975.00
05/01/54	925,000	5.800%	450,000	26,825	
11/01/54	475,000	5.800%		13,775	490,600.00
05/01/55	475,000	5.800%	475,000	13,775	
					488,775.00
Total			\$ 7,020,000	\$ 8,165,132	\$ 15,185,132

Landings

Community Development District

Approved Budget

Debt Service Fund Budget - Special Assessment Bonds, Series 2025 SW Tract

Description	Proposed Budget FY2025	Actuals Thru 7/31/25	Projected Next 2 Months	Projected Thru 9/30/25	Proposed Budget FY 2026
<u>REVENUES:</u>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 432,600
Interest Earnings	\$ -	\$ 322	\$ 650	\$ 972	\$ 15,000
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 972
TOTAL REVENUES	\$ -	\$ 322	\$ 650	\$ 972	\$ 448,572
<u>EXPENDITURES:</u>					
Interfund Transfer Out	\$ -	\$ 252	\$ -	\$ 252	\$ 5,000
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 197,388
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 197,388
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 95,000
TOTAL EXPENDITURES	\$ -	\$ 252	\$ -	\$ -	\$ 489,775
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 70	\$ 650	\$ 972	\$ (41,203)

Interest Due 11/1/26 \$195,013

Product	Assessable Units	Maximum Annual Debt Service	Net Per Unit	Gross Per Unit
Single Family - 50'	170	\$ 255,000	\$ 1,500.00	\$ 1,595.74
Single Family - 60'	111	\$ 177,600	\$ 1,600.00	\$ 1,702.13
Total	281	\$ 432,600		

Landings

Community Development District

AMORTIZATION SCHEDULE

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
					-
11/01/25	6,085,000	5.000%		120,826	120,825.52
05/01/26	6,085,000	5.000%	85,000	173,989	
11/01/26	6,000,000	5.000%		171,949	430,937.50
05/01/27	6,000,000	5.000%	90,000	171,949	
11/01/27	5,910,000	5.000%		169,789	431,737.50
05/01/28	5,910,000	5.000%	95,000	169,789	
11/01/28	5,815,000	5.000%		167,509	432,297.50
05/01/29	5,815,000	5.000%	95,000	167,509	
11/01/29	5,720,000	5.000%		165,229	427,737.50
05/01/30	5,720,000	5.000%	100,000	165,229	
11/01/30	5,620,000	5.000%		162,829	428,057.50
05/01/31	5,620,000	5.000%	105,000	162,829	
11/01/31	5,515,000	5.000%		160,309	428,137.50
05/01/32	5,515,000	5.500%	110,000	160,309	
11/01/32	5,405,000	5.500%		157,669	427,977.50
05/01/33	5,405,000	5.500%	120,000	157,669	
11/01/33	5,285,000	5.500%		154,789	432,457.50
05/01/34	5,285,000	5.500%	125,000	154,789	
11/01/34	5,160,000	5.500%		151,789	431,577.50
05/01/35	5,160,000	5.500%	130,000	151,789	
11/01/35	5,030,000	5.500%		148,669	430,457.50
05/01/36	5,030,000	5.500%	135,000	148,669	
11/01/36	4,895,000	5.500%		144,788	428,456.25
05/01/37	4,895,000	5.500%	145,000	144,788	
11/01/37	4,750,000	5.500%		140,619	430,406.25
05/01/38	4,750,000	5.500%	155,000	140,619	
11/01/38	4,595,000	5.500%		136,163	431,781.25
05/01/39	4,595,000	5.500%	160,000	136,163	
11/01/39	4,435,000	5.500%		131,563	427,725.00
05/01/40	4,435,000	5.500%	170,000	131,563	
11/01/40	4,265,000	5.500%		126,675	428,237.50
05/01/41	4,265,000	5.500%	180,000	126,675	
11/01/41	4,085,000	5.500%		121,500	428,175.00
05/01/42	4,085,000	5.500%	190,000	121,500	
11/01/42	3,895,000	5.500%		116,038	427,537.50
05/01/43	3,895,000	5.500%	205,000	116,038	
11/01/43	3,690,000	5.500%		110,144	431,181.25

05/01/44	3,690,000	5.500%	215,000	110,144	
11/01/44	3,475,000	5.500%		103,963	429,106.25
05/01/45	3,475,000	5.800%	230,000	103,963	
11/01/45	3,245,000	5.800%		97,350	431,312.50
05/01/46	3,245,000	5.800%	245,000	97,350	
11/01/46	3,000,000	5.800%		90,000	432,350.00
05/01/47	3,000,000	5.800%	260,000	90,000	
11/01/47	2,740,000	5.800%		82,200	432,200.00
05/01/48	2,740,000	5.800%	275,000	82,200	
11/01/48	2,465,000	5.800%		73,950	431,150.00
05/01/49	2,465,000	5.800%	290,000	73,950	
11/01/49	2,175,000	5.800%		65,250	429,200.00
05/01/50	2,175,000	5.800%	310,000	65,250	
11/01/50	1,865,000	5.800%		55,950	431,200.00
05/01/51	1,865,000	5.800%	330,000	55,950	
11/01/51	1,535,000	5.800%		46,050	432,000.00
05/01/52	1,535,000	5.800%	350,000	46,050	
11/01/52	1,185,000	5.800%		35,550	431,600.00
05/01/53	1,185,000	5.800%	370,000	35,550	
11/01/53	815,000	5.800%		24,450	430,000.00
05/01/54	815,000	5.800%	395,000	24,450	
11/01/54	420,000	5.800%		12,600	432,050.00
05/01/55	420,000	5.800%	420,000	12,600	
					432,600.00
Total			\$ 6,085,000	\$ 6,945,469	\$ 13,030,469

Landings

Community Development District

Approved Budget

Assessment Summary Chart

Type	Units	General O&M Gross Per Unit	Debt Service Series 2024 Gross Per Unit	Debt Service Series 2025 Gross Per Unit	Total Per Unit
Villa 40'	104	\$ 304.44	\$ 999.93	\$ -	1,304.37
Single Family 50'	135	\$ 380.55	\$ 1,249.91	\$ -	1,630.46
Single Family 60'	156	\$ 456.66	\$ 1,599.89	\$ -	2,056.55
Single Family 50'	170	\$ -	\$ -	1,595.74	-
Single Family 60'	111	\$ -	\$ -	1,702.13	-
Unplatted	135	\$ 192.61	\$ -	\$ -	192.61
Total	811				

SECTION 2

Landings

Community Development District

Funding Request #24A
July 23, 2025

Bill to:

JTL Grand Landings Dev LLC
16660 Dallas Parkway
Suite 1600
Dallas, TX 75248
dwest@westinterests.com

General Fund

Capital Project

Payee	FY2025	FY2025
1 Chiumento Law, PLLC Invoice # 7387 General Representation June 2025	\$ 127.84	
2 GMS-Central Florida, LLC Invoice # 39 - Management Fees - July 2025	\$ 2,196.32	
3 Supervisor Fees - 06/24/25 Meeting Greg Eckley Toby Tobin	\$ 97.40 \$ 97.40	
	\$2,518.96	\$ -
Total:		\$ 2,518.96

Please make check payable to:

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

Landings

Community Development District

Funding Request #24B
July 23, 2025

Bill to:

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

Payee	General Fund FY2025	Capital Project FY2025
1 Chiumento Law, PLLC		
Invoice # 7387 General Representation June 2025	\$ 90.98	
2 GMS-Central Florida, LLC		
Invoice # 39 - Management Fees - July 2025	\$ 1,563.13	
3 Supervisor Fees - 06/24/25 Meeting		
Greg Eckley	\$ 69.32	
Toby Tobin	\$ 69.32	
	\$ 1,792.75	\$ -
Total:	\$ 1,792.75	

Please make check payable to:

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

Landings

Community Development District

Funding Request #24C
July 23, 2025

Bill to:

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

Payee		General Fund FY2025	Capital Project FY2025
1	Chiumento Law, PLLC Invoice # 7387 General Representation June 2025	\$ 43.68	
2	GMS-Central Florida, LLC Invoice # 39 - Management Fees - July 2025	\$ 750.45	
3	Supervisor Fees - 06/24/25 Meeting Greg Eckley Toby Tobin	\$ 33.28 \$ 33.28	
		\$ 860.69	\$ -
		Total:	\$ 860.69

Please make check payable to:

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




145 City Place
Suite 301
Palm Coast, FL, 32164
chiumento@legalteamforlife.com
www.legalteamforlife.com
O: 386-445-8900

INVOICE

Number	7387
Issue Date	7/9/2025
Matter	Landings CDD-General Representation
Email	Gflint@gmscl.com

Bill To:

Landings CDD
219 East Livingston Street
Orlando , Florida 32801
United States

 Pay Now

Landings CDD-General Representation - 10382.220573

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Time (VLS) 6/24/2025 Prepared for, attended, and conducted BOS meeting.	VLS	\$375.00	0.70	\$262.50
		Time Entries Total	0.70	\$262.50

Total (USD)	\$262.50
Paid	\$0.00
Balance	\$262.50
I-6730 Previous Balance	\$116.25
I-7152 Previous Balance	\$562.50
Total Outstanding	\$941.25

Terms & Conditions


All Invoices Due Upon Receipt

Timekeeper Totals

Name	Rate	Hours	Total
VLS	\$375.00	0.70	\$262.50

Trust Account Balance

Date	Item	Amount	Balance
7/16/2025	Current Balance		\$0.00

 Pay Now

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 39

Invoice Date: 7/1/25

Due Date: 7/1/25

Case:

P.O. Number:

Bill To:

Landings CDD
219 E. Livingston St.
Orlando, FL 32801

[illegible]

Attendance Confirmation
for
BOARD OF SUPERVISORS

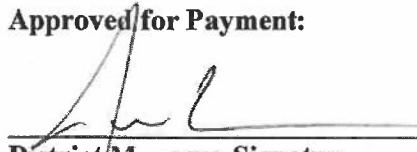
District Name: Landings CDD

Board Meeting Date: June 24, 2025

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
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

6/24/25
Date

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

SECTION 3

**NOTICE OF MEETING DATES
LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2026**

The Board of Supervisors of the *Landings Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2026** at **11:30 am at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida 32164**, on the third Friday of every month as follows:

**October 17, 2025
November 21, 2025
December 19, 2025
January 16, 2026
February 20, 2026
March 20, 2026
April 17, 2026
May 15, 2026
June 19, 2026
July 17, 2026
August 21, 2026
September 18, 2026**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager's Office at 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or via the District's website at <https://landingscdd.com>.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service (800) 955-8770, who can aid you in contacting the District Office.

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

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC